# CITY OF NEWPORT BEACH
# CITY COUNCIL AGENDA

## JULY 8, 2025
## COUNCIL CHAMBERS - 100 CIVIC CENTER DRIVE, NEWPORT BEACH, CA 92660

## REGULAR MEETING - 4:00 P.M.

**JOE STAPLETON, Mayor**
**LAUREN KLEIMAN, Mayor Pro Tem**
**MICHELLE BARTO, Councilmember**
**NOAH BLOM, Councilmember**
**ROBYN GRANT, Councilmember**
**SARA J. WEBER, Councilmember**
**ERIK WEIGAND, Councilmember**

**GRACE K. LEUNG, City Manager**
**AARON C. HARP, City Attorney**
**MOLLY PERRY, Interim City Clerk**

**NOTICE REGARDING PRESENTATIONS REQUIRING USE OF CITY EQUIPMENT**
Any presentation requiring the use of the City of Newport Beach's equipment must be submitted to the City Clerk 24 hours prior to the scheduled City Council meeting.

**LEVINE ACT**
Under the Levine Act, Section 84308 of the Government Code, a party to a proceeding before the City involving a contract (other than competitively bid, labor, or personal employment contracts), franchise, license, permit, or other entitlement for use, is required to disclose on the record of the proceeding any contribution in an amount of more than five hundred dollars ($500) made within the preceding 12 months by the party or the party's agent to any elected or appointed officer of the City. If you have made a qualifying contribution, please ensure to make this disclosure on the record.

**PUBLIC HEARINGS**
If in the future, you wish to challenge in court any of the matters on this agenda for which a public hearing is to be conducted, you may be limited to raising only those issues which you (or someone else) raised orally at the public hearing or in written correspondence received by the City at or before the hearing.

**NOTICE TO THE PUBLIC**
Any times listed in this agenda are provided as a courtesy and the actual item may be heard either before or after the time given.

This agenda was prepared by the City Clerk and staff reports are available in the City Council Chambers lobby located at 100 Civic Center Drive. Staff reports or other written documentation have been prepared or organized with respect to the items of business listed on the agenda. If you have any questions or require copies of any of the staff reports or other documentation regarding any item of business on the agenda, please contact City Clerk staff at 949-644-3005. Agendas and staff reports are also available on the City's webpage at newportbeachca.gov/agendas.

**The City of Newport Beach's goal is to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, we will attempt to accommodate you in every reasonable manner. Please contact City Clerk staff prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible (949-644-3005 or cityclerk@newportbeachca.gov).**

**I. ROLL CALL - 4:00 p.m.**

**II. CURRENT BUSINESS**

**III. INVOCATION - Pastor Adam Feichtmann, Redeemer Presbyterian Church**

**IV. PLEDGE OF ALLEGIANCE**

**V. PUBLIC COMMENTS**

*The City Council of Newport Beach welcomes and encourages community participation. Public comments are invited on items listed on the agenda and non-agenda items. Speakers must limit comments to three minutes per person to allow everyone to speak. Written comments are encouraged as well. The City Council has the discretion to extend or shorten the time limit on agenda or non-agenda items.*

**VI. PRESENTATIONS**

- **Proclamation Recognizing Amelia Jenkins, Mayor for the Day**
- **Proclamation Recognizing Rick Stein, President and CEO of Arts Orange County (ArtsOC)**
- **History of McFadden Square: Newport's First Downtown by Bill Lobdell**

**VII. CITY COUNCIL ANNOUNCEMENTS AND ORAL REPORTS FROM CITY COUNCIL ON COMMITTEE ACTIVITIES**

**VIII. MATTERS WHICH COUNCILMEMBERS HAVE ASKED TO BE PLACED ON A FUTURE AGENDA (NON-DISCUSSION ITEM)**

**IX. PUBLIC COMMENTS ON CONSENT CALENDAR**

*This is the time in which Councilmembers may pull items from the CONSENT CALENDAR for discussion (ITEMS 1 - 15). Public comments are also invited on Consent Calendar items. Speakers must limit comments to three minutes. Before speaking, please state your name for the record. If any item is removed from the Consent Calendar by a Councilmember, members of the public are invited to speak on each item for up to three minutes per item.*

*All matters listed under CONSENT CALENDAR are considered to be routine and will all be enacted by one motion in the form listed below. Councilmembers have received detailed staff reports on each of the items recommending an action. There will be no separate discussion of these items prior to the time the City Council votes on the motion unless members of the City Council request specific items to be discussed and/or removed from the Consent Calendar for separate action.*

**X. CONSENT CALENDAR**

***READING OF MINUTES AND ORDINANCES***

**1. Minutes for the June 24, 2025 City Council Meeting**

Minutes

Amended Minutes

Written Comments

**2. Reading of Ordinances**

Waive reading in full of all ordinances under consideration, and direct the City Clerk to read by title only.

***RESOLUTIONS FOR ADOPTION***

**3. Resolution No. 2025-40: Medi-Cal Managed Care Rate Range Intergovernmental Transfer (IGT) Program for Cost Recovery of Emergency Medical Services for Calendar Year 2024**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

b) Adopt Resolution No. 2025-40, *A Resolution of the City Council of the City of Newport Beach, California, Authorizing Execution Of The Intergovernmental Agreement Regarding Transfer Of Public Funds With The Department Of Health Care Services (DHCS), And The Health Plan-Provider Agreement With CalOptima, To Participate In The Medi-Cal Rate Range Intergovernmental Transfer (IGT) Program*;

c) Authorize the Mayor and City Clerk to execute the Intergovernmental Agreement Regarding Transfer of Public Funds with the California Department of Health Care Services;

d) Authorize the Mayor and City Clerk to execute the Health Plan-Provider Agreement Intergovernmental Transfer Rate Range Program Agreement with CalOptima; and

e) Approve Budget Amendment No. 26-003 appropriating $164,746 in increased expenditures in account 01040404-821008 (IGT) from the General Fund unappropriated fund balance and increasing revenue estimates related to the Medi-Cal IGT program by $390,507 in Account No. 01040404-431246.

Staff Report

Attachment A - Draft Fund Flow Summary

Attachment B - Resolution No. 2025-40

Attachment C - Agreement with California Department of Health Care Services

Attachment D - Agreement with CalOptima

Attachment E - Budget Amendment No. 26-003

**4. Resolution No. 2025-41: Adopting a Memorandum of Understanding with the Newport Beach Professional and Technical Employees Association and Associated Salary Schedule**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

b) Adopt Resolution 2025-41, *A Resolution of the City Council of the City of*

*Newport Beach, California, Adopting a Memorandum of Understanding Between the City of Newport Beach and the Newport Beach Professional and Technical Employees Association and Amending the Salary Schedule;* and
c) Approve Budget Amendment No. 26-004 appropriating $1,036,295 in increased expenditures in various City division salary and benefit accounts from unappropriated fund balances for Fiscal Year 2025/26.

Staff Report
Attachment A – Resolution No. 2025-41
Attachment A - MOU
Attachment B - Estimated Cost of Contract with NBPTEA
Attachment C - Budget Amendment No. 26-004
Written Comments

5. **Resolution No. 2025-42: Adopting a Memorandum of Understanding with the Newport Beach Police Management Association and the Associated Salary Schedule**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
b) Adopt Resolution No. 2025-42, *A Resolution of the City Council of the City of Newport Beach, California, Adopting a Memorandum of Understanding Between the City of Newport Beach and the City of Newport Beach Police Management Association and Amending the Salary Schedule for the Association Unit members, Police Chief, and Assistant Police Chief*; and
c) Approve Budget Amendment No. 26-005 appropriating $1,693,275 in increased expenditures in various City division salary and benefit accounts from unappropriated General Fund balance.

Staff Report
Attachment A - Resolution No. 2025-42
Attachment B - Attachment B - Exhibit A to Attachment A (NBPMA MOU)
Attachment C - Attachment C - Exhibit B to Attachment A (Salary Schedule)
Attachment D - Attachment D - Exhibit C to Attachment A (Police Chief Salary Schedule)
Attachment E - Attachment E - Exhibit D to Attachment A (Assistant Police Chief Salary Schedule)
Attachment F - Estimated Cost of Contract with NBPMA
Attachment G - Budget Amendment No.26-005
Written Comments

6. **Resolution No. 2025-43: Requesting a CalPERS Contract Amendment to Eliminate Section 20516(a) Cost Sharing for Citywide Miscellaneous Tier I Employees**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the

environment, directly or indirectly; and
b) Adopt Resolution No. 2025-43, *A Resolution of the City Council of the City of Newport Beach, California, Requesting the California Public Employees' Retirement System (CalPERS) Amend the Contract Between the City of Newport Beach and the Board of Administration of CalPERS to Reduce or Eliminate Cost Sharing Pursuant to Government Code Section 20516(A) for City Miscellaneous Tier I Employees Citywide*.

Staff Report

Attachment A - Resolution No. 2025-43

Written Comments

***CONTRACTS AND AGREEMENTS***

**7. Approval of a Professional Services Agreement with Arts Orange County to Manage Phase X of the Sculpture Exhibition in Civic Center Park**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
b) Approve a Professional Services Agreement with Arts Orange County for project management of Phase X of the Sculpture Exhibition in Civic Center Park for a total amount not to exceed $135,080 and authorize the Mayor and City Clerk to sign the agreement.

Staff Report

Attachment A – Professional Services Agreement with Arts Orange County – Phase X

Written Comments

**8. Irrigation Controller Replacement Phase 2 - Notice of Completion for Contract No. 9735-1 (25P02)**

a) Accept the completed work and authorize the City Clerk to file a Notice of Completion for the project.

Staff Report

Attachment A - Location List

Written Comments

**9. Tentative Memorandum of Understanding with Newport Beach Lifeguard Management Association (NBLMA)**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
b) Receive and consider the Tentative Agreement between the City of Newport Beach and the Newport Beach Lifeguard Management Association.

Staff Report

Attachment A - Tentative Agreement and Proposed MOU Between the CIty and NBLMA (Redline)
Attachment A - Tentative Agreement and Proposed MOU Between the City and NBLMA (Redline)
Attachment B - Estimated Cost of Contract with NBLMA

Written Comments

**10. Tentative Memorandum of Understanding with Newport Beach Fire Management Association (NBFMA)**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
b) Receive and consider the Tentative Agreement between the City of Newport Beach and the Newport Beach Fire Management Association.

Staff Report

Attachment A - Tentative Agreement and Proposed MOU Between the City and NBFMA (Redline)
Attachment B - Estimated Cost of Contract with NBFMA

**11. Draft Revisions to the Newport Beach Key and Management Compensation Plan (K&M)**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and,
b) Receive and consider the revised Key and Management Compensation Plan.

Staff Report

Attachment A – Revised Key and Management Compensation Plan (Plan) with Salary Adjustments and proposed Plan (redlined) between the City and the K&M group
Attachment B - Estimated Cost of K&M Plan

**12. School Resource Officer Program Agreement**

a) Determine that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because it will not result in a physical change to the environment, directly or indirectly; and
b) Approve the agreement between the City of Newport Beach and Newport-Mesa Unified School District to participate in the School Resource Officer Program and authorize the Mayor and City Clerk to execute the agreement on behalf of the City of Newport Beach.

Staff Report

Attachment A - Agreement with Exhibit A

**13. Professional Services Agreements for Building Safety Related Services with**

**VCA Code, Jlee Engineering, Inc., CSG Consultants, and Bureau Veritas North American Inc.**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
b) Approve and authorize the Mayor and City Clerk to execute a three-year professional services agreement with The Code Group, dba VCA Code, with a not-to-exceed the amount of $500,000, in a form substantially similar to the agreement attached to the staff report;
c) Approve and authorize the Mayor and City Clerk to execute a three-year professional services agreement with JLee Engineering, Inc. with a not-to-exceed the amount of $620,000, in a form substantially similar to the agreement attached to the staff report
d) Approve and authorize the Mayor and City Clerk to execute a three-year professional services agreement with CSG Consultants, Inc. with a not-to-exceed the amount of $500,000, in a form substantially similar to the agreement attached to the staff report; and
e) Approve and authorize the Mayor and City Clerk to execute a three-year professional services agreement with Bureau Veritas North America Inc. with a not-to-exceed amount of $500,000, in a form substantially similar to the agreement attached to the staff report.

Staff Report

Attachment A - Professional Services Agreement with The Code Group

Attachment B - Professional Services Agreement with J. Lee Engineering

Attachment C - Professional Services Agreement with CSG Consultants

Attachment D - Professional Services Agreement with Bureau Veritas North America

**14. General Plan Update Steering Committee (GPUSC) Bi-Monthly Update to the City Council**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
b) Receive and file the report.

Staff Report

Attachment A - GPUSC Chair Gardner's Memo

Attachment B - Phase 2 Outreach and Engagement Summary

Written Comments

***MISCELLANEOUS***

**15. Planning Commission Agenda for the July 3, 2025 Meeting**

Receive and file.

PC Agenda

PC Action Report

***ACTION: MOVE AFFIRMATIVE ACTION OF THE CONSENT CALENDAR, EXCEPT FOR THOSE ITEMS REMOVED***

## XI. ITEMS REMOVED FROM THE CONSENT CALENDAR

## XII. PUBLIC COMMENTS ON AGENDA AND NON AGENDA ITEMS

*Public comments are invited on agenda and non-agenda items generally considered to be within the subject matter jurisdiction of the City Council. Speakers must limit comments to three minutes. Before speaking, please state your name for the record*

## XIII. PUBLIC HEARING

**16. Ordinance 2025-11: Amending Section 9.04.470 (Local Agency Very High Fire Hazard Severity Zone) To Adopt the 2025 Moderate, High, and Very High Fire Hazard Severity Zones, As Designated By The California Department of Forestry and Fire Protection and Pursuant to California Government Code Section 51178**

a) Conduct a public hearing;
b) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
c) Waive full reading, direct the City Clerk to read by title only, introduce Ordinance No. 2025-11, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Section 9.04.470 (Local Agency Very High Fire Hazard Severity Zone) To Adopt the 2025 Moderate, High, and Very High Fire Hazard Severity Zones, As Designated By The California Department of Forestry And Fire Protection And Pursuant to California Government Code Section 51178*; and pass to a second reading on July 22, 2025.

Staff Report

Attachment A - Local Responsibility Area Fire Hazard Severity Zone Map

Attachment B - Ordinance No. 2025-11

## XIV. CURRENT BUSINESS

**17. Fourth Amended and Restated Employment Agreement for City Manager**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
b) Approve and authorize the Mayor to execute a Fourth Amended and Restated Employment Agreement between the City of Newport Beach and City Manager Grace K. Leung, subject to the terms and conditions approved by the City Council; and
c) Approve Budget Amendment No. 26-006 appropriating $455,371.65 from unappropriated General Fund balance to various salary and benefit accounts to

implement the terms of the Agreement for FY 2025-2026.

Staff Report

Attachment A – Fourth Amended and Restated Employment Agreement for City Manager

Attachment B - Budget Amendment 26-006-CC

Written Comments

**18. Eighth Amended and Restated Employment Agreement for City Attorney**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
b) Approve and authorize the Mayor to execute the Eighth Amended and Restated Employment Agreement between the City of Newport Beach and City Attorney Aaron C. Harp, subject to the terms and conditions approved by the City Council;
c) Adopt Resolution No. 2025-44, *A Resolution of the City Council of the City of Newport Beach, California, Amending the Salary Schedule and Adopting a New Salary Range for the City Attorney;* and
d) Approve Budget Amendment No. 26-007, appropriating $30,512 from unappropriated General Fund balance to various salary and benefit accounts to implement the terms of the Agreement for FY 2025-2026.

Staff Report

Attachment A - Employment Agreement

Attachment B - Resolution No. 2025-44

Attachment C – Estimate of Costs Associated with Amended Agreement

Attachment D - Budget Amendment

Written Comments

## XV. MOTION FOR RECONSIDERATION

*A motion to reconsider the vote on any action taken by the City Council at either this meeting or the previous meeting may be made only by one of the Councilmembers who voted with the prevailing side.*

## XVI. ADJOURNMENT - In Memory of Rae Cohen

**Testimony given before the City Council is recorded.**
**The timer light will turn yellow when the speaker has one minute remaining.**
**The timer light will turn red when the speaker has 10 seconds remaining.**

**PLEASE TURN CELL PHONES OFF OR SET IN SILENT MODE.**

# CITY OF NEWPORT BEACH

**City Council Meeting Minutes**
**Regular Meeting**
**June 24, 2025**

## I. ROLL CALL – 4:00 p.m.

Mayor Stapleton called the Study Session to order at 4:00 p.m

Present: Mayor Joe Stapleton, Mayor Pro Tem Lauren Kleiman*, Councilmember Michelle Barto, Councilmember Noah Blom, Councilmember Robyn Grant, Councilmember Sara J. Weber, and Councilmember Erik Weigand

*Mayor Pro Tem Lauren Kleiman arrived at 4:03 p.m.

## II. CURRENT BUSINESS

**SS1. Clarification of Items on the Consent Calendar – None**

**SS2. Preparing for the Implementation of Advanced Air Mobility**

Tara Finnigan, Assistant City Manager, introduced Peter Kirsch, a renowned aviation attorney, who provided a PowerPoint presentation on Advanced Air Mobility (AAM), a transportation system comprised of new types of aircraft. Mr. Kirsch reviewed needed infrastructure and regulations related to zoning; local land use considerations; noted that AAM is a rapidly developing field; and highlighted the elements of potential local implementation.

Mayor Pro Tem Kleiman noted the recent overhaul of the Aviation Committee and that the Committee will be well situated to start discussions on AAM; noted that the discussions would include two parts, both a proactive and reactive piece such as the recently adopted Drone Program; noted her appreciation of the conversation and expects the Aviation Committee to address questions and safety concerns that will take time to understand.

Councilmember Barto noted the need to be aware and protect drones landing on school sites; and that the AAM discussions need to include protection of jurisdictions.

Councilmember Blom noted that it could be beneficial for the Planning Commission to consider putting together an Ad Hoc committee where they can look at land use first.

Mayor Stapleton agreed that the AAM project is well suited to be addressed by the Aviation Committee.

## III. PUBLIC COMMENTS

Jim Mosher spoke as a member of the General Plan Advisory Committee (Committee) and stated that the General Plan covers twenty-five years and the AAM project is slated to be implemented in the next two to five years, and as such, noted that it would appear to be advantageous for the General Plan Advisory Committee to collaborate with the Aviation Committee. He also noted, independent of his role on the General Plan Advisory Committee, that there are additional materials linked at the end of the AAM staff report that are very helpful, including a link to a video of a symposium held in Palm Springs containing an in-depth discussion about AAM.

Mr. Mosher closed his comments by noting the potential safety and privacy issues related to AAM and in anticipation of future noise complaints, encouraged the documentation of the current noise

Draft

environment now so that it can be measured and compared to future noise levels, with possible assistance from the County.

**IV. RECESS**

**Mayor Stapleton recessed the Study Session at 4:25 p.m.**

**V. RECONVENED AT 4:30 P.M. FOR REGULAR MEETING**

**Mayor Stapleton called the meeting to order at 4:30 p.m.**

**VI. ROLL CALL**

Present: Mayor Joe Stapleton, Mayor Pro Tem Lauren Kleiman, Councilmember Michelle Barto, Councilmember Noah Blom, Councilmember Robyn Grant, Councilmember Sara J. Weber, and Councilmember Erik Weigand

**VII. INVOCATION – Ramses Rashidi, Spiritual Assembly of Bahais of Newport Beach**

**VIII. PLEDGE OF ALLEGIANCE - Councilmember Grant**

**IX. PRESENTATION**

- History of Mayor Dora Hill: The Unlikely Architect of Modern Newport Beach by Bill Lobdell

Mr. Lobdell provided a PowerPoint presentation on the history of Mayor Dora Hill who served as the first female Mayor of Newport Beach after her landslide election in 1954. As a Lido Island resident and community leader, Mayor Hill was influential in implementing police department reforms and reducing the number of spring break enthusiasts by establishing policies and ordinances to try to prohibit the influx of young people each year. After her service on the City Council, she served on the Orange County Grand Jury and was the first woman Foreperson.

Councilmember Grant introduced Mayor Hill's grandson, Mark Maury, who was in attendance for the recognition of his grandmother.

Mayor Stapleton highlighted that Mayor Hill had filed for office seven minutes before the filing deadline and complimented Mr. Lobdell on the presentation.

**X. CITY COUNCIL ANNOUNCEMENTS AND ORAL REPORTS FROM CITY COUNCIL ON COMMITTEE ACTIVITIES**

Councilmember Barto:
Attended the Ad Hoc Refuse Committee meeting with Councilmember Grant that focused on working to reduce the numbers for commercial trash and source separation.

Councilmember Grant:
- Attended the Association of California Cities – Orange County (ACC-OC) 2025 Leadership Forum and Golden Hub of Innovation Awards
- Highlighted that the City's Community Development Department won the Technology-Driven Transparent Government Excellence Award for the Newport Beach Accessory Dwelling Unit (ADU) Website Initiative. Additionally, she noted that Recreation and Senior Services Director Sean Levin won the Leader of the Year Award for Community Safety & Resilience for the AED Initiative in the City's public spaces.
- Attended the Library Annual Lunch where a $250,000 check was presented to the Library; and the Library Foundation Summer Solstice New Member Celebration where Karen Clark was honored.
- Displayed slides of the donation presentation by the Friends of the Library and Karen Clark.

Draft

Councilmember Weber:
- Thanked Public Works, the Exchange Club of Newport Harbor, and volunteers for placing flags in front of City Hall for Flag Day and noted the flags would remain through July 4th.

Mayor Stapleton
- Congratulated the Ben Carlson Memorial & Scholarship Foundation for hosting the Ben Did Go 10.0 qualifier where 15 individuals paddled from Catalina to Newport to qualify for the main event. Seven individuals qualified, including the Mayor.
- Announced that Irrelevant Week in Newport Beach begins on June 26th with numerous activities to take place over the weekend.

## XI. PUBLIC COMMENTS ON CONSENT CALENDAR

Jim Mosher spoke on Agenda Items 3,4 and 5 and noted that in the City's Charter, Section 4.12, it states the requirement to read titles of ordinances for adoption and noted the previous City Clerk had read titles for the introduction of ordinances as well. Mr. Mosher further stated that lengthy ordinance titles might confuse members of the public, making it harder to understand actions of the City Council.

## XII. CONSENT CALENDAR

***READING OF MINUTES AND ORDINANCES***

1. **Minutes for the June 24, 2025 City Council Meeting**
   Waive reading of subject minutes, approve as amended, and order filed.

2. **Reading of Ordinances**
   Waive reading in full of all ordinances under consideration and direct the City Clerk to read by title only.

   Prior to the City Council voting on the Consent Calendar, Interim City Clerk Molly Perry read the Ordinance titles.

***ORDINANCES FOR ADOPTION***

3. **Ordinance Nos. 2025-7 and 2025-8: Approving an Amendment to the North Newport Center Planned Community (PC-56) Development Plan and a Development Agreement**
   a) Find the adoption of the ordinances is not subject to further environmental review pursuant to Section 21083.3 of the California Public Resources Code (PRC) and Section 15183 of the California Environmental Quality Act (CEQA) Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it is consistent with the previously certified Program Environmental Impact Report (SCH No. 2023060699);
   b) Conduct second reading and adopt Ordinance No. 2025-7, *An Ordinance of the City Council of the City of Newport Beach, California, Approving an Amendment to the North Newport Center Planned Community (PC-56) Development Plan to Allocate 1,500 Base Dwelling Units from the HO-4 (Newport Center Area) Subarea Development Limits Set Forth in Section 20.28.050 (Housing Opportunity (HO) Overlay Zoning Districts) of the Newport Beach Municipal Code to the North Newport Center Planned Community (PC-56) Development Plan for 100 And 190 Newport Center Drive and Various Addresses Within the North Newport Center Planned Community (PA2024-0173)*; and
   c) Conduct second reading and adopt Ordinance No. 2025-8, *An Ordinance of the City Council of the City of Newport Beach, California, Approving a Second Amendment to Development Agreement No. DA 2007-002, Entitled Zoning Implementation and Public Benefit Agreement for the Project Located at 100 and 190 Newport Center Drive and Various Addresses Within the North Newport Center Planned Community (PA2024-0173).*

Draft

4. **Ordinance 2025-9: Adding Chapter 12.70 (Prohibition on Attending Street Races and Reckless Driving Exhibitions) to Title 12 (Vehicles and Traffic) of the Newport Beach Municipal Code, to prohibit spectators from being present at street races and reckless driving exhibitions in Newport Beach**
   a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
   b) Conduct second reading and adopt Ordinance No. 2025-9: *An Ordinance of the City Council of the City of Newport Beach, California, Adding Chapter 12.70 (Prohibition on Attending Street Races and Reckless Driving Exhibitions) to Title 12 (Vehicles and Traffic) of the Newport Beach Municipal Code*.

5. **Ordinance No. 2025-10: Approving an Amendment to the Housing Opportunity (HO) Overlay Zoning Districts**
   a) Find that all potential environmental effects for the amendment have been adequately addressed in the previously certified Final Program Environmental Impact Report identified by State Clearinghouse Number 2023060699, and the City Council of the City of Newport Beach intends to use said document for the approval of the amendment; and
   b) Conduct second reading and adopt Ordinance No. 2025-10, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Section 20.28.050 (Housing Opportunity (HO) Overlay Zoning Districts) in Title 20 (Planning and Zoning) of the Newport Beach Municipal Code Related to Implementation of the Housing Element (PA2024-0205).*

***RESOLUTIONS FOR ADOPTION***

6. **Resolution No. 2025-35: Authorizing the Temporary Closure of Selected Streets for the Fourth of July Holiday Period**
   a) Determine that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because it will not result in a physical change to the environment, directly or indirectly; and
   b) Adopt Resolution No. 2025-35, *A Resolution of the City Council of the City of Newport Beach, California, Authorizing the Temporary Closure of Back Bay Drive, the 100 Block of Orange Street from Traffic off of Pacific Coast Highway, San Joaquin Hills Road Between Back Bay Drive and the Entrance to the Park Newport Apartment Complex, and Via Malaga between Via Oporto and Via Lido*.

7. **Resolution No. 2025-36: Adopting a Memorandum of Understanding with the Newport Beach Employees League (LEAGUE) and Associated Salary Schedule**
   a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
   b) Adopt Resolution No. 2025-36, *A Resolution of the City of Newport Beach, California, Adopting a Memorandum of Understanding Between the City of Newport Beach and the Newport Beach Employees League and Associated Salary Schedule*;
   c) Approve Budget Amendment No. 25-076 appropriating $31,563 in increased expenditures in various City division salary and benefit accounts from unappropriated fund balances for Fiscal Year 2024/25; and
   d) Approve Budget Amendment No. 26-002 appropriating $926,170 in increased expenditures in various City division salary and benefit accounts from unappropriated fund balances for Fiscal Year 2025/26.

8. **Resolution No. 2025-37: Accepting the Department of Homeland Security Operation Stonegarden Grant Funds Fiscal Year 2024**
   a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

Draft

b) Adopt Resolution No. 2025-37 *A Resolution of the City Council of the City of Newport Beach, California, Accepting the FY 2024 Operation Stonegarden Grant from the United States Department of Homeland Security, Administered by the County of Riverside, and Designating the Chief of Police as the City's Authorized Agent to Execute Grant Documents*;
c) Accept the Department of Homeland Security FY 2024 Operation Stonegarden grant award in the amount of $171,580 and authorize the Chief of Police to execute the grant agreement; and
d) Approve Budget Amendment No. 25-078 to accept grant funds from the Department of Homeland Security, passed through CalOES; increase revenue estimates by $171,580 in account 01035355-431453-G2620; and increase expenditure appropriations by $171,580 to various accounts in the Detective Division as outlined in the amendment.

***CONTRACTS AND AGREEMENTS***

**9. Corporation Yard Improvement Project - Award of Contract No. 7876-2**

a) Find this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because this project has no potential to have a significant effect on the environment;
b) Approve the project plans and specifications;
c) Approve Budget Amendment No. 25-077 appropriating $770,296 in increased expenditures in Account 14201-980000-20F14 from the AQMD Fund unappropriated fund balance, and appropriating $270,000 in increased expenditures in Account No. 16001-980000-20F14 from the Environmental Liability Fund unappropriated fund balance;
d) Award Contract No. 7876-2 to Legion Construction, Inc. for the total bid price of $7,188,000 for the Corporation Yard Improvement Project, and authorize the Mayor and City Clerk to execute the contract;
e) Award Contract No. 7876-3 to Clean Energy, Inc. for the total bid price of $280,656 for the relocation of the fast fill compressed natural gas dispensers, and authorize the Mayor and City Clerk to execute the contract;
f) Authorize the purchase through cooperative bidding site Sourcewell of a new prefabricated restroom building from Public Restroom Company for the price of $228,058, and
g) Establish a contingency of $718,800 (approximately 10% of total bid) to cover the cost of unforeseen work not included in the original contract.

**10. FY 2024-25 Traffic Signal Rehabilitation Project – Award of Contract No. 9718-1**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
b) Approve the project plans and specifications;
c) Award Contract No. 9718-1 to Elecnor Belco Electric, Inc. for the total bid price of $1,192,100 for the FY 2024-25 Traffic Signal Rehabilitation Project, and authorize the Mayor and City Clerk to execute the contract; and
d) Establish a contingency of $120,000 (approximately 10% of total bid) to cover the cost of unforeseen work not included in the original contract.

**11. Via Lido Sewer Main Lining - Award of Contract No. 9438-1**

a) Find this project exempt from the California Environmental Quality Act (CEQA) pursuant Section 15302(c), Class 2 (reconstruction of existing facility involving negligible or no expansion of capacity) of the CEQA Guidelines, because this project has no potential to have a significant effect on the environment;
b) Approve the project plans and specifications;
c) Award Contract No. 9438-1 to Insituform, LLC. for the total bid price of $333,439 for the Via Lido Sewer Main Lining project, and authorize the Mayor and City Clerk to execute the contract; and
d) Establish a contingency of $50,000 (approximately 15% of the total bid) to cover the cost of unforeseen work not included in the original contract.

Draft

**12. Newport Beach Public Library Foundation Donation – Witte Hall LED Screen Wall**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
b) Accept Newport Beach Public Library Foundation's $130,000 donation for a 11-foot by 19-foot (209 SF) LED screen wall; and
c) Approve Budget Amendment No. 25-079 recognizing contribution funds of $130,000 from the Newport Beach Public Library Foundation in Account No. 13501-561005-19F11 and appropriating $130,000 in increased expenditures for the Library Lecture Hall (C-7444-3) in Account No. 13501-980000-19F11.

**13. Approve On-Call Maintenance/Repair Services Agreement with Cathyjon Enterprises, Inc., dba HB Staffing for On-Call Temporary Laborer Services (C-8479-3)**

a) Determine that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because it will not result in a physical change to the environment, directly or indirectly; and
b) Approve a Maintenance and Repair Services Agreement with Cathyjon Enterprises, Inc., dba HB Staffing, for On-Call Temporary Laborer Services for a five-year term and not-to-exceed amount of $500,000 and authorize the Mayor and City Clerk to execute the agreement.

**14. Amendment No. One to the Lease Agreement with Ruby's Diner, Inc. for Use of a Portion of the Balboa Pier Located at 1 Balboa Pier**

a) Find this matter is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing facilities) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential to have a significant effect on the environment;
b) Authorize the City Manager and City Clerk to execute Amendment No. One to Lease Agreement between the City of Newport Beach and Heritage Restaurant Management, Inc. (successor in interest to Ruby's Diner, Inc.) for use of a portion of the City property known as the Balboa Pier, located at 1 Balboa Pier, in a form substantially similar to the amendment attached to the staff report; and
c) Approve a waiver of City Council Policy F-7, Income and Other Property based on the findings contained in this staff report and the Agreement, that conducting an open bid process or changing the tenant would result in excessive vacancy, and tenant improvement allowances, expenses or rent concessions which would outweigh other financial benefits.

**15. Office Lease Agreement with HF&H Consultants, LLC for Use of Suite 585 at 1201 Dove Street**

a) Find this matter is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing facilities) and Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential to have a significant effect on the environment; and
b) Authorize the City Manager and City Clerk to execute the Office Lease Agreement between the City of Newport Beach and HF&H Consultants, LLC for use of City Property, office space Suite 585 located at 1201 Dove Street, in a form substantially similar to the agreement attached to the staff report.

**16. Amendment No. Five to the Post Retirement Temporary Employment Agreement with Rosalinh Ung for Principal Planner Services**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
b) Authorize the Mayor and Assistant City Manager to execute Amendment No. Five to the Post Retirement Temporary Employment Agreement with Rosalinh Ung for Principal Planner Services.

Draft

**17. Tentative Agreement with Newport Beach Professional and Technical Employees Association**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
b) Receive and consider the Tentative Agreement between the City of Newport Beach and the Newport Beach Professional and Technical Employees Association.

**18. Tentative Agreement with Newport Beach Police Management Association (NBPMA)**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and,
b) Receive and consider the Tentative Agreement between the City of Newport Beach and the Newport Beach Police Management Association.

***MISCELLANEOUS***

**19. Planning Commission Agenda for the June 19, 2025 Meeting**

Receive and file.

**20. Fiscal Year 2024-25 Third Quarter Financial Report**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
b) Receive and file this report, and approve Budget Amendment No. 25-071, adjusting revenue estimates and expenditure appropriations for the Fiscal Year 2024-25 budget as further outlined in this report.

**21. Confirmation of Appointments to the Finance Committee**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
b) Confirm Mayor Pro Tem Lauren Kleiman's reappointment of Allen Cashion, Councilmember Michelle Barto's reappointment of William Kenney, Councilmember Noah Blom's reappointment of Kory Kramer, and Councilmember Erik Weigand's reappointment of William Collopy to fill the scheduled vacancies on the Finance Committee for terms ending June 30, 2026.

**22. Visit Newport Beach, Inc. FY 2026 Destination Business Plan Budget, Leisure Marketing (TOT) FY 2026 Budget, and Performance Standards Report**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
b) Waive the requirement in the agreement for a Biennial Performance Standards Report, Biennial Marketing Plan and Biennial Budget and accept the Fiscal Year 2026 report, plan and budget as submitted;
c) Review and approve and/or modify the FY 2026 Newport Beach & Company Destination Business Plan and Performance Standards Report; and
d) Review and approve the Visit Newport, Inc. Leisure Marketing (TOT) FY 2026 Budget.

**Motion by Mayor Pro Tem Kleiman, seconded by Councilmember Grant** to approve the Consent Calendar; and noting the amendment to No. 1.

**The motion carried unanimously, 7-0.**

Draft

## XIII. ITEMS REMOVED FROM THE CONSENT CALENDAR

There were none.

## XIV. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Adam Leverenz presented slides pertaining to the history and current harbor law enforcement policies and procedures and cited a concern that there has been a change to enforcement strategy based on the June 11, 2025 Harbor Commission meeting.

Katie Smith advocated for the Environmental Nature Center (ENC) located at 1501 E. 16th Street. She announced the upcoming Wine Walk on June 28th, 4:00-7:00 p.m. and invited the City Council to attend.

Miles Patricola noted that it was Pride Month and spoke on the contributions of Harvey Milk, a slain gay rights activist and politician. He also discussed the current political climate surrounding immigration.

## XV. PUBLIC HEARINGS`

### 23. 2025 Drinking Water Quality Report on Public Health Goals

Mayor Stapleton opened the Public Hearing at 5:05 p.m. and hearing no requests by the public to speak, closed the Public Hearing at 5:05 p.m.

**By consensus, the City Council,**

a) Determined this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
b) Received and filed the City of Newport Beach 2025 Drinking Water Quality Report on Public Health Goals.

### 24. Resolution Nos. 2025-38 and 2025-39: Collection of Certain Sewer and Recycling Fees and Charges Through the Property Tax Roll

Mayor Stapleton opened the Public Hearing at 5:06 p.m. and hearing no requests by the public to speak, closed the Public Hearing at 5:06 p.m.

**Motion by Councilmember Wiegand, seconded by Councilmember Weber,** to
a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Adopt Resolution No. 2025-38, *A Resolution of the City Council of the City of Newport Beach, California Confirming the Sewer Service Fee Report for Fiscal Year 2025-26 and Authorizing Collection of the Fee Through the Orange County Tax Roll*; and c) Adopt Resolution No. 2025-39, *A Resolution of the City Council of the City of Newport Beach, California Confirming the Recycling Fee Report for Fiscal Year 2025-26 and Authorizing Collection of the Fee Through the Orange County Tax Roll*. c) Adopt Resolution No. 2025-38, *A Resolution of the City Council of the City of Newport Beach, California Confirming the Sewer Service Fee Report for Fiscal Year 2025-26 and Authorizing Collection of the Fee Through the Orange County Tax Roll*; and d) Adopt Resolution No. 2025-39, *A Resolution of the City Council of the City of Newport Beach, California Confirming the Recycling Fee*

Draft

*Report for Fiscal Year 2025-26 and Authorizing Collection of the Fee Through the Orange County Tax Roll.*

**The motion unanimously carried, 7-0.**

## XVI. CURRENT BUSINESS

### 25. Appointments to Scheduled and Unscheduled Board and Commission Vacancies

Councilmember Weigand questioned whether Council should move forward with appointments if particular vacancies did not have more than one applicant.

City Attorney Harp reviewed City Council Policy A-2 and noted that with the request by Jennifer Strong to remove herself from consideration for appointment, only one applicant was left for consideration.

Jim Mosher questioned the application process and suggested delaying the vote to ensure consideration of more applicants.

Adam Leverenz read excerpts from the City's Tide and Submerged Land Annual Financial Report ended June 30, 2024; and reiterated that applicants should be aware that the City does not own the harbor and urged Council to appoint individuals to the Harbor Commission who understand the correct governance structure and responsibilities regarding the harbor.

Prior to collecting the ballots from City Council, Interim City Clerk Perry reported that applicants must receive at least four votes to be appointed.

1. Interim City Clerk Perry read the ballot votes for the Board of Library Trustees as follows:

   Timothy (Chase) Rief – Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand

**Interim City Clerk Perry announced that Timothy (Chase) Rief was appointed Board of Library Trustees for a four-year term.**

2. Interim City Clerk Perry read the ballot votes for the Building and Fire Board of Appeals as follows:

   Charles Allen – Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand
   K. Dirk Bondy – Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand

**Interim City Clerk Perry announced that Charles Allen and K. Dirk Bondy were appointed to the Building and Fire Board of Appeals**

3. Interim City Clerk Perry read the ballot votes for the City Arts Commission as follows:

   David Anastos – Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand
   Rita Goldberg - Grant
   Melissa Kandel - Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand
   Tiare Meegan - Barto, Blom, Kleiman, Stapleton, Weber, Weigand
   Laurel Tipett - - Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand

**Interim City Clerk Perry announced that David Anastos, Melissa Kandel, Tiare Meegan, and Laurel Tippett were appointed to the City Arts Commission.**

Draft

4. Interim City Clerk Perry read the ballot votes for the Civil Service Board as follows:

   Paul Meyer - - Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand

**Interim City Clerk Perry announced that Paul Meyer was appointed to the Civil Service Board.**

5. Interim City Clerk Perry read the ballot votes for the Harbor Commission as follows:

   Bob Miller - Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand
   Steve Scully - Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand

**Interim City Clerk Perry announced that Bob Miller and Steve Scully were appointed to the Harbor Commission.**

6. Interim City Clerk Perry read the ballot votes for the Parks, Beaches & Recreation Commission as follows:

   Keira Kirby - Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand

   Travis Pirdy - Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand

**Interim City Clerk announced that Keira Kirby and Travis Pirdy were appointed to the Parks, Beaches & Recreation Commission.**

7.Interim City Clerk Perry read the ballot votes for the Planning Commission as follows:

   Michael Gazzano - Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand
   Greg Reed - Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand

**Interim City Clerk Perry announced that Michael Gazzano and Greg Reed were appointed to the Planning Commission.**

**XI. MOTION FOR RECONSIDERATION – None**

**XII. PUBLIC COMMENTS ON CLOSED SESSION – None**

Mayor Stapleton requested that the City Attorney Harp read the titles of the Closed Session Items.

City Attorney Harp read the titles and also noted that he and City Manager Leung had a conflict of interest with Closed Session Item B-2 and would be recusing themselves from discussion on that item.

***Mayor Stapleton recessed the meeting at 5:20 p.m. to Closed Session.***

**XIII. CLOSED SESSION – Council Chambers Conference Room**

**A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
**(Government Code § 54956.8):** 2 matters

1. **Property:** 2173 Orchard Drive (APN 439-341-01) and 20221 Cypress Street (APN 439-341-02).

   **City Negotiators:** Seimone Jurjis, Assistant City Manager and Lauren Whitlinger, Real Property Administrator.

Draft

**Negotiating Parties:** Mike Kennedy, Pacific Sotheby's International Realty on behalf of Richard James Van Keirsbelk, Trustee of the Trust Created Under the Will of Edward James Kisner dated September 20, 1971.

**Under Negotiation:** Instruction to City Negotiators regarding price and terms of payment.

2. **Property:** 3848 Campus Drive, Newport Beach, CA 92660 (APN 427-151-08)

   **City Negotiators:** Seimone Jurjis, Assistant City Manager and Lauren Whitlinger, Real Property Administrator.

   **Negotiating Parties:** John Saunders on behalf of 3848 Campus Drive LP.

   **Under Negotiation:** Instruction to City Negotiators regarding price and terms of payment.

**B. CONFERENCE WITH LABOR NEGOTIATORS**
**(Government Code § 54957.6):** 2 matters

1. **Agency Designated Representatives:** Grace K. Leung, City Manager.

   **Unrepresented Employees:** Part Time Employees Association of Newport Beach.

2. **Agency Designated Representatives:** Mayor Joe Stapleton and Mayor Pro Tem Lauren Kleiman.

   **Unrepresented Employees**: Grace K. Leung, City Manager and Aaron C. Harp, City Attorney.

**C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
**(Government Code § 54956.9(d)(1)):** 1 matter

*Barbara Salvini v. City of Newport Beach*
Orange County Superior Court Case No. 30-2024-01442980-CU-OE-CJC

**RECONVENE**
*Mayor Stapleton reconvened the meeting at 7:30 p.m.*

**XIV. CLOSED SESSION REPORT**

City Attorney Harp announced that no reportable actions were taken during Closed Session.

**XV. ADJOURNMENT – Adjourned at 7:30 p.m.**

The agenda was posted on the City's website and on the City Hall electronic bulletin board located in the entrance of the City Council Chambers at 100 Civic Center Drive, Newport Beach, on June 19, 2025, at 4:40 p.m.

_____
**Joe Stapleton**
**Mayor**

_____
**Molly Perry**
**Interim City Clerk**

Draft

# CITY OF NEWPORT BEACH

**City Council Meeting Minutes**
**Regular Meeting**
**June 24, 2025**

## I. ROLL CALL – 4:00 p.m.

Mayor Stapleton called the Study Session to order at 4:00 p.m

Present: Mayor Joe Stapleton, Mayor Pro Tem Lauren Kleiman*, Councilmember Michelle Barto, Councilmember Noah Blom, Councilmember Robyn Grant, Councilmember Sara J. Weber, and Councilmember Erik Weigand

*Mayor Pro Tem Lauren Kleiman arrived at 4:03 p.m.

## II. CURRENT BUSINESS

### SS1. Clarification of Items on the Consent Calendar – None

### SS2. Preparing for the Implementation of Advanced Air Mobility

Tara Finnigan, Assistant City Manager, introduced Peter Kirsch, a renowned aviation attorney, who provided a PowerPoint presentation on Advanced Air Mobility (AAM), a transportation system comprised of new types of aircraft. Mr. Kirsch reviewed needed infrastructure and regulations related to zoning; local land use considerations; noted that AAM is a rapidly developing field; and highlighted the elements of potential local implementation.

Mayor Pro Tem Kleiman noted the recent overhaul of the Aviation Committee and that the Committee will be well situated to start discussions on AAM; noted that the discussions would include two parts, both a proactive and reactive piece such as the recently adopted Drone Program; noted her appreciation of the conversation and expects the Aviation Committee to address questions and safety concerns that will take time to understand.

Councilmember Barto noted the need to be aware and protect drones landing on school sites; and that the AAM discussions need to include protection of jurisdictions.

Councilmember Blom noted that it could be beneficial for the Planning Commission to consider putting together an Ad Hoc committee where they can look at land use first.

Mayor Stapleton agreed that the AAM project is well suited to be addressed by the Aviation Committee.

## III. PUBLIC COMMENTS

Jim Mosher spoke as a member of the General Plan Advisory Committee (Committee) and stated that the General Plan covers twenty-five years and the AAM project is slated to be implemented in the next two to five years, and as such, noted that it would appear to be advantageous for the General Plan Advisory Committee to collaborate with the Aviation Committee. He also noted, independent of his role on the General Plan Advisory Committee, that ~~that there are additional materials linked~~ at the end of the AAM staff report ~~that~~ there is a link to a page with ~~are~~ very helpful additional information ~~very helpful,~~ including a link to a video of a symposium held in Palm Springs containing an in-depth discussion about AAM.

Mr. Mosher closed his comments by noting the potential safety and privacy issues related to AAM and in anticipation of future noise complaints, encouraged the documentation of the current noise

AMENDED

environment now so that it can be measured and compared to future noise levels, with possible assistance from the County.

**IV. RECESS**

**Mayor Stapleton recessed the Study Session at 4:25 p.m.**

**V. RECONVENED AT 4:30 P.M. FOR REGULAR MEETING**

**Mayor Stapleton called the meeting to order at 4:30 p.m.**

**VI. ROLL CALL**

Present: Mayor Joe Stapleton, Mayor Pro Tem Lauren Kleiman, Councilmember Michelle Barto, Councilmember Noah Blom, Councilmember Robyn Grant, Councilmember Sara J. Weber, and Councilmember Erik Weigand

**VII. INVOCATION – Ramses Rashidi, Spiritual Assembly of Bahais of Newport Beach**

**VIII. PLEDGE OF ALLEGIANCE - Councilmember Grant**

**IX. PRESENTATION**

- History of Mayor Dora Hill: The Unlikely Architect of Modern Newport Beach by Bill Lobdell

Mr. Lobdell provided a PowerPoint presentation on the history of Mayor Dora Hill who served as the first female Mayor of Newport Beach after her landslide election in 1954. As a Lido Island resident and community leader, Mayor Hill was influential in implementing police department reforms and reducing the number of spring break enthusiasts by establishing policies and ordinances to try to prohibit the influx of young people each year. After her service on the City Council, she served on the Orange County Grand Jury and was the first woman Foreperson.

Councilmember Grant introduced Mayor Hill's grandson, Mark Maury, who was in attendance for the recognition of his grandmother.

Mayor Stapleton highlighted that Mayor Hill had filed for office seven minutes before the filing deadline and complimented Mr. Lobdell on the presentation.

**X. CITY COUNCIL ANNOUNCEMENTS AND ORAL REPORTS FROM CITY COUNCIL ON COMMITTEE ACTIVITIES**

Councilmember Barto:
Attended the Ad Hoc Refuse Committee meeting with Councilmember Grant that focused on working to reduce the numbers for commercial trash and source separation.

Councilmember Grant:
- Attended the Association of California Cities – Orange County (ACC-OC) 2025 Leadership Forum and Golden Hub of Innovation Awards
- Highlighted that the City's Community Development Department won the Technology-Driven Transparent Government Excellence Award for the Newport Beach Accessory Dwelling Unit (ADU) Website Initiative. Additionally, she noted that Recreation and Senior Services Director Sean Levin won the Leader of the Year Award for Community Safety & Resilience for the AED Initiative in the City's public spaces.
- Attended the Library Annual Lunch where a $250,000 check was presented to the Library; and the Library Foundation Summer Solstice New Member Celebration where Karen Clark was honored.
- Displayed slides of the donation presentation by the Friends of the Library and Karen Clark.

AMENDED

Councilmember Weber:
- Thanked Public Works, the Exchange Club of Newport Harbor, and volunteers for placing flags in front of City Hall for Flag Day and noted the flags would remain through July 4th.

Mayor Stapleton
- Congratulated the Ben Carlson Memorial & Scholarship Foundation for hosting the Ben Did Go 10.0 qualifier where 15 individuals paddled from Catalina to Newport to qualify for the main event. Seven individuals qualified, including the Mayor.
- Announced that Irrelevant Week in Newport Beach begins on June 26th with numerous activities to take place over the weekend.

## XI. PUBLIC COMMENTS ON CONSENT CALENDAR

Jim Mosher spoke on Agenda Items 3,4 and 5 and noted that in the City's Charter, Section 4.12, it states the requirement to read titles of ordinances for adoption and noted the previous City Clerk had read titles for the introduction of ordinances as well. Mr. Mosher further stated that lengthy ordinance titles might confuse members of the public, making it harder to understand actions of the City Council.

## XII. CONSENT CALENDAR

***READING OF MINUTES AND ORDINANCES***

1. **Minutes for the June 24, 2025 City Council Meeting**
   Waive reading of subject minutes, approve as amended, and order filed.

2. **Reading of Ordinances**
   Waive reading in full of all ordinances under consideration and direct the City Clerk to read by title only.

   Prior to the City Council voting on the Consent Calendar, Interim City Clerk Molly Perry read the Ordinance titles.

***ORDINANCES FOR ADOPTION***

3. **Ordinance Nos. 2025-7 and 2025-8: Approving an Amendment to the North Newport Center Planned Community (PC-56) Development Plan and a Development Agreement**
   a) Find the adoption of the ordinances is not subject to further environmental review pursuant to Section 21083.3 of the California Public Resources Code (PRC) and Section 15183 of the California Environmental Quality Act (CEQA) Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it is consistent with the previously certified Program Environmental Impact Report (SCH No. 2023060699);
   b) Conduct second reading and adopt Ordinance No. 2025-7, *An Ordinance of the City Council of the City of Newport Beach, California, Approving an Amendment to the North Newport Center Planned Community (PC-56) Development Plan to Allocate 1,500 Base Dwelling Units from the HO-4 (Newport Center Area) Subarea Development Limits Set Forth in Section 20.28.050 (Housing Opportunity (HO) Overlay Zoning Districts) of the Newport Beach Municipal Code to the North Newport Center Planned Community (PC-56) Development Plan for 100 And 190 Newport Center Drive and Various Addresses Within the North Newport Center Planned Community (PA2024-0173)*; and
   c) Conduct second reading and adopt Ordinance No. 2025-8, *An Ordinance of the City Council of the City of Newport Beach, California, Approving a Second Amendment to Development Agreement No. DA 2007-002, Entitled Zoning Implementation and Public Benefit Agreement for the Project Located at 100 and 190 Newport Center Drive and Various Addresses Within the North Newport Center Planned Community (PA2024-0173).*

AMENDED

4. **Ordinance 2025-9: Adding Chapter 12.70 (Prohibition on Attending Street Races and Reckless Driving Exhibitions) to Title 12 (Vehicles and Traffic) of the Newport Beach Municipal Code, to prohibit spectators from being present at street races and reckless driving exhibitions in Newport Beach**
   a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
   b) Conduct second reading and adopt Ordinance No. 2025-9: *An Ordinance of the City Council of the City of Newport Beach, California, Adding Chapter 12.70 (Prohibition on Attending Street Races and Reckless Driving Exhibitions) to Title 12 (Vehicles and Traffic) of the Newport Beach Municipal Code*.

5. **Ordinance No. 2025-10: Approving an Amendment to the Housing Opportunity (HO) Overlay Zoning Districts**
   a) Find that all potential environmental effects for the amendment have been adequately addressed in the previously certified Final Program Environmental Impact Report identified by State Clearinghouse Number 2023060699, and the City Council of the City of Newport Beach intends to use said document for the approval of the amendment; and
   b) Conduct second reading and adopt Ordinance No. 2025-10, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Section 20.28.050 (Housing Opportunity (HO) Overlay Zoning Districts) in Title 20 (Planning and Zoning) of the Newport Beach Municipal Code Related to Implementation of the Housing Element (PA2024-0205).*

***RESOLUTIONS FOR ADOPTION***

6. **Resolution No. 2025-35: Authorizing the Temporary Closure of Selected Streets for the Fourth of July Holiday Period**
   a) Determine that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because it will not result in a physical change to the environment, directly or indirectly; and
   b) Adopt Resolution No. 2025-35, *A Resolution of the City Council of the City of Newport Beach, California, Authorizing the Temporary Closure of Back Bay Drive, the 100 Block of Orange Street from Traffic off of Pacific Coast Highway, San Joaquin Hills Road Between Back Bay Drive and the Entrance to the Park Newport Apartment Complex, and Via Malaga between Via Oporto and Via Lido*.

7. **Resolution No. 2025-36: Adopting a Memorandum of Understanding with the Newport Beach Employees League (LEAGUE) and Associated Salary Schedule**
   a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
   b) Adopt Resolution No. 2025-36, *A Resolution of the City of Newport Beach, California, Adopting a Memorandum of Understanding Between the City of Newport Beach and the Newport Beach Employees League and Associated Salary Schedule*;
   c) Approve Budget Amendment No. 25-076 appropriating $31,563 in increased expenditures in various City division salary and benefit accounts from unappropriated fund balances for Fiscal Year 2024/25; and
   d) Approve Budget Amendment No. 26-002 appropriating $926,170 in increased expenditures in various City division salary and benefit accounts from unappropriated fund balances for Fiscal Year 2025/26.

8. **Resolution No. 2025-37: Accepting the Department of Homeland Security Operation Stonegarden Grant Funds Fiscal Year 2024**
   a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

AMENDED

b) Adopt Resolution No. 2025-37 *A Resolution of the City Council of the City of Newport Beach, California, Accepting the FY 2024 Operation Stonegarden Grant from the United States Department of Homeland Security, Administered by the County of Riverside, and Designating the Chief of Police as the City's Authorized Agent to Execute Grant Documents*;
c) Accept the Department of Homeland Security FY 2024 Operation Stonegarden grant award in the amount of $171,580 and authorize the Chief of Police to execute the grant agreement; and
d) Approve Budget Amendment No. 25-078 to accept grant funds from the Department of Homeland Security, passed through CalOES; increase revenue estimates by $171,580 in account 01035355-431453-G2620; and increase expenditure appropriations by $171,580 to various accounts in the Detective Division as outlined in the amendment.

***CONTRACTS AND AGREEMENTS***

**9. Corporation Yard Improvement Project - Award of Contract No. 7876-2**

a) Find this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because this project has no potential to have a significant effect on the environment;
b) Approve the project plans and specifications;
c) Approve Budget Amendment No. 25-077 appropriating $770,296 in increased expenditures in Account 14201-980000-20F14 from the AQMD Fund unappropriated fund balance, and appropriating $270,000 in increased expenditures in Account No. 16001-980000-20F14 from the Environmental Liability Fund unappropriated fund balance;
d) Award Contract No. 7876-2 to Legion Construction, Inc. for the total bid price of $7,188,000 for the Corporation Yard Improvement Project, and authorize the Mayor and City Clerk to execute the contract;
e) Award Contract No. 7876-3 to Clean Energy, Inc. for the total bid price of $280,656 for the relocation of the fast fill compressed natural gas dispensers, and authorize the Mayor and City Clerk to execute the contract;
f) Authorize the purchase through cooperative bidding site Sourcewell of a new prefabricated restroom building from Public Restroom Company for the price of $228,058, and
g) Establish a contingency of $718,800 (approximately 10% of total bid) to cover the cost of unforeseen work not included in the original contract.

**10. FY 2024-25 Traffic Signal Rehabilitation Project – Award of Contract No. 9718-1**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
b) Approve the project plans and specifications;
c) Award Contract No. 9718-1 to Elecnor Belco Electric, Inc. for the total bid price of $1,192,100 for the FY 2024-25 Traffic Signal Rehabilitation Project, and authorize the Mayor and City Clerk to execute the contract; and
d) Establish a contingency of $120,000 (approximately 10% of total bid) to cover the cost of unforeseen work not included in the original contract.

**11. Via Lido Sewer Main Lining - Award of Contract No. 9438-1**

a) Find this project exempt from the California Environmental Quality Act (CEQA) pursuant Section 15302(c), Class 2 (reconstruction of existing facility involving negligible or no expansion of capacity) of the CEQA Guidelines, because this project has no potential to have a significant effect on the environment;
b) Approve the project plans and specifications;
c) Award Contract No. 9438-1 to Insituform, LLC. for the total bid price of $333,439 for the Via Lido Sewer Main Lining project, and authorize the Mayor and City Clerk to execute the contract; and
d) Establish a contingency of $50,000 (approximately 15% of the total bid) to cover the cost of unforeseen work not included in the original contract.

AMENDED

**12. Newport Beach Public Library Foundation Donation – Witte Hall LED Screen Wall**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
b) Accept Newport Beach Public Library Foundation's $130,000 donation for a 11-foot by 19-foot (209 SF) LED screen wall; and
c) Approve Budget Amendment No. 25-079 recognizing contribution funds of $130,000 from the Newport Beach Public Library Foundation in Account No. 13501-561005-19F11 and appropriating $130,000 in increased expenditures for the Library Lecture Hall (C-7444-3) in Account No. 13501-980000-19F11.

**13. Approve On-Call Maintenance/Repair Services Agreement with Cathyjon Enterprises, Inc., dba HB Staffing for On-Call Temporary Laborer Services (C-8479-3)**

a) Determine that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because it will not result in a physical change to the environment, directly or indirectly; and
b) Approve a Maintenance and Repair Services Agreement with Cathyjon Enterprises, Inc., dba HB Staffing, for On-Call Temporary Laborer Services for a five-year term and not-to-exceed amount of $500,000 and authorize the Mayor and City Clerk to execute the agreement.

**14. Amendment No. One to the Lease Agreement with Ruby's Diner, Inc. for Use of a Portion of the Balboa Pier Located at 1 Balboa Pier**

a) Find this matter is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing facilities) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential to have a significant effect on the environment;
b) Authorize the City Manager and City Clerk to execute Amendment No. One to Lease Agreement between the City of Newport Beach and Heritage Restaurant Management, Inc. (successor in interest to Ruby's Diner, Inc.) for use of a portion of the City property known as the Balboa Pier, located at 1 Balboa Pier, in a form substantially similar to the amendment attached to the staff report; and
c) Approve a waiver of City Council Policy F-7, Income and Other Property based on the findings contained in this staff report and the Agreement, that conducting an open bid process or changing the tenant would result in excessive vacancy, and tenant improvement allowances, expenses or rent concessions which would outweigh other financial benefits.

**15. Office Lease Agreement with HF&H Consultants, LLC for Use of Suite 585 at 1201 Dove Street**

a) Find this matter is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing facilities) and Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential to have a significant effect on the environment; and
b) Authorize the City Manager and City Clerk to execute the Office Lease Agreement between the City of Newport Beach and HF&H Consultants, LLC for use of City Property, office space Suite 585 located at 1201 Dove Street, in a form substantially similar to the agreement attached to the staff report.

**16. Amendment No. Five to the Post Retirement Temporary Employment Agreement with Rosalinh Ung for Principal Planner Services**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
b) Authorize the Mayor and Assistant City Manager to execute Amendment No. Five to the Post Retirement Temporary Employment Agreement with Rosalinh Ung for Principal Planner Services.

AMENDED

**17. Tentative Agreement with Newport Beach Professional and Technical Employees Association**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
b) Receive and consider the Tentative Agreement between the City of Newport Beach and the Newport Beach Professional and Technical Employees Association.

**18. Tentative Agreement with Newport Beach Police Management Association (NBPMA)**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and,
b) Receive and consider the Tentative Agreement between the City of Newport Beach and the Newport Beach Police Management Association.

***MISCELLANEOUS***

**19. Planning Commission Agenda for the June 19, 2025 Meeting**

Receive and file.

**20. Fiscal Year 2024-25 Third Quarter Financial Report**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
b) Receive and file this report, and approve Budget Amendment No. 25-071, adjusting revenue estimates and expenditure appropriations for the Fiscal Year 2024-25 budget as further outlined in this report.

**21. Confirmation of Appointments to the Finance Committee**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
b) Confirm Mayor Pro Tem Lauren Kleiman's reappointment of Allen Cashion, Councilmember Michelle Barto's reappointment of William Kenney, Councilmember Noah Blom's reappointment of Kory Kramer, and Councilmember Erik Weigand's reappointment of William Collopy to fill the scheduled vacancies on the Finance Committee for terms ending June 30, 2026.

**22. Visit Newport Beach, Inc. FY 2026 Destination Business Plan Budget, Leisure Marketing (TOT) FY 2026 Budget, and Performance Standards Report**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;
b) Waive the requirement in the agreement for a Biennial Performance Standards Report, Biennial Marketing Plan and Biennial Budget and accept the Fiscal Year 2026 report, plan and budget as submitted;
c) Review and approve and/or modify the FY 2026 Newport Beach & Company Destination Business Plan and Performance Standards Report; and
d) Review and approve the Visit Newport, Inc. Leisure Marketing (TOT) FY 2026 Budget.

**Motion by Mayor Pro Tem Kleiman, seconded by Councilmember Grant** to approve the Consent Calendar; and noting the amendment to No. 1.

**The motion carried unanimously, 7-0.**

AMENDED

## XIII. ITEMS REMOVED FROM THE CONSENT CALENDAR

There were none.

## XIV. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Adam Leverenz presented slides pertaining to the history and current harbor law enforcement policies and procedures and cited a concern that there has been a change to enforcement strategy based on the June 11, 2025 Harbor Commission meeting.

Katie Smith advocated for the Environmental Nature Center (ENC) located at 1501 E. 16th Street. She announced the upcoming Wine Walk on June 28th, 4:00-7:00 p.m. and invited the City Council to attend.

Miles Patricola noted that it was Pride Month and spoke on the contributions of Harvey Milk, a slain gay rights activist and politician. He also discussed the current political climate surrounding immigration.

## XV. PUBLIC HEARINGS`

### 23. 2025 Drinking Water Quality Report on Public Health Goals

Mayor Stapleton opened the Public Hearing at 5:05 p.m. and hearing no requests by the public to speak, closed the Public Hearing at 5:05 p.m.

**By consensus, the City Council,**

a) Determined this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
b) Received and filed the City of Newport Beach 2025 Drinking Water Quality Report on Public Health Goals.

### 24. Resolution Nos. 2025-38 and 2025-39: Collection of Certain Sewer and Recycling Fees and Charges Through the Property Tax Roll

Mayor Stapleton opened the Public Hearing at 5:06 p.m. and hearing no requests by the public to speak, closed the Public Hearing at 5:06 p.m.

**Motion by Councilmember Wiegand, seconded by Councilmember Weber,** to
a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Adopt Resolution No. 2025-38, *A Resolution of the City Council of the City of Newport Beach, California Confirming the Sewer Service Fee Report for Fiscal Year 2025-26 and Authorizing Collection of the Fee Through the Orange County Tax Roll*; and c) Adopt Resolution No. 2025-39, *A Resolution of the City Council of the City of Newport Beach, California Confirming the Recycling Fee Report for Fiscal Year 2025-26 and Authorizing Collection of the Fee Through the Orange County Tax Roll*. c) Adopt Resolution No. 2025-38, *A Resolution of the City Council of the City of Newport Beach, California Confirming the Sewer Service Fee Report for Fiscal Year 2025-26 and Authorizing Collection of the Fee Through the Orange County Tax Roll*; and d) Adopt Resolution No. 2025-39, *A Resolution of the City Council of the City of Newport Beach, California Confirming the Recycling Fee*

AMENDED

*Report for Fiscal Year 2025-26 and Authorizing Collection of the Fee Through the Orange County Tax Roll.*

**The motion unanimously carried, 7-0.**

## XVI. CURRENT BUSINESS

### 25. Appointments to Scheduled and Unscheduled Board and Commission Vacancies

Councilmember Weigand questioned whether Council should move forward with appointments if particular vacancies did not have more than one applicant.

City Attorney Harp reviewed City Council Policy A-2 and noted that with the request by Jennifer Strong to remove herself from consideration for appointment, only one applicant was left for consideration.

Jim Mosher questioned the application process and suggested delaying the vote to ensure consideration of more applicants.

Adam Leverenz read excerpts from the City's Tide and Submerged Land Annual Financial Report ended June 30, 2024; and reiterated that applicants should be aware that the City does not own the harbor and urged Council to appoint individuals to the Harbor Commission who understand the correct governance structure and responsibilities regarding the harbor.

Prior to collecting the ballots from City Council, Interim City Clerk Perry reported that applicants must receive at least four votes to be appointed.

1. Interim City Clerk Perry read the ballot votes for the Board of Library Trustees as follows:

   Timothy (Chase) Rief – Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand

**Interim City Clerk Perry announced that Timothy (Chase) Rief was appointed Board of Library Trustees for a four-year term.**

2. Interim City Clerk Perry read the ballot votes for the Building and Fire Board of Appeals as follows:

   Charles Allen – Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand
   K. Dirk Bondy – Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand

**Interim City Clerk Perry announced that Charles Allen and K. Dirk Bondy were appointed to the Building and Fire Board of Appeals**

3. Interim City Clerk Perry read the ballot votes for the City Arts Commission as follows:

   David Anastos – Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand
   Rita Goldberg – Grant, Wiegand
   Melissa Kandel - Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand
   Tiare Meegan - Barto, Blom, Kleiman, Stapleton, Weber, ~~Wiegand~~
   Laurel ~~Tipett~~Tippett - - Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand

**Interim City Clerk Perry announced that David Anastos, Melissa Kandel, Tiare Meegan, and Laurel Tippett were appointed to the City Arts Commission.**

AMENDED

4. Interim City Clerk Perry read the ballot votes for the Civil Service Board as follows:

   Paul Meyer - - Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand

**Interim City Clerk Perry announced that Paul Meyer was appointed to the Civil Service Board.**

5. Interim City Clerk Perry read the ballot votes for the Harbor Commission as follows:

   Bob Miller - Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand
   Steve Scully - Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand

**Interim City Clerk Perry announced that Bob Miller and Steve Scully were appointed to the Harbor Commission.**

6. Interim City Clerk Perry read the ballot votes for the Parks, Beaches & Recreation Commission as follows:

   Keira Kirby - Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand

   Travis Pirdy - Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand

**Interim City Clerk announced that Keira Kirby and Travis Pirdy were appointed to the Parks, Beaches & Recreation Commission.**

7.Interim City Clerk Perry read the ballot votes for the Planning Commission as follows:

   Michael Gazzano - Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand
   Greg Reed - Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand

**Interim City Clerk Perry announced that Michael Gazzano and Greg Reed were appointed to the Planning Commission.**

**XI. MOTION FOR RECONSIDERATION – None**

**XII. PUBLIC COMMENTS ON CLOSED SESSION – None**

Mayor Stapleton requested that the City Attorney Harp read the titles of the Closed Session Items.

City Attorney Harp read the titles and also noted that he and City Manager Leung had a conflict of interest with Closed Session Item B-2 and would be recusing themselves from discussion on that item.

***Mayor Stapleton recessed the meeting at 5:20 p.m. to Closed Session.***

**XIII. CLOSED SESSION – Council Chambers Conference Room**

**A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
**(Government Code § 54956.8):** 2 matters

1. **Property:** 2173 Orchard Drive (APN 439-341-01) and 20221 Cypress Street (APN 439-341-02).

   **City Negotiators:** Seimone Jurjis, Assistant City Manager and Lauren Whitlinger, Real Property Administrator.

AMENDED

**Negotiating Parties:** Mike Kennedy, Pacific Sotheby's International Realty on behalf of Richard James Van Keirsbelk, Trustee of the Trust Created Under the Will of Edward James Kisner dated September 20, 1971.

**Under Negotiation:** Instruction to City Negotiators regarding price and terms of payment.

2. **Property:** 3848 Campus Drive, Newport Beach, CA 92660 (APN 427-151-08)

   **City Negotiators:** Seimone Jurjis, Assistant City Manager and Lauren Whitlinger, Real Property Administrator.

   **Negotiating Parties:** John Saunders on behalf of 3848 Campus Drive LP.

   **Under Negotiation:** Instruction to City Negotiators regarding price and terms of payment.

**B. CONFERENCE WITH LABOR NEGOTIATORS**
**(Government Code § 54957.6):** 2 matters

1. **Agency Designated Representatives:** Grace K. Leung, City Manager.

   **Unrepresented Employees:** Part Time Employees Association of Newport Beach.

2. **Agency Designated Representatives:** Mayor Joe Stapleton and Mayor Pro Tem Lauren Kleiman.

   **Unrepresented Employees**: Grace K. Leung, City Manager and Aaron C. Harp, City Attorney.

**C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
**(Government Code § 54956.9(d)(1)):** 1 matter

*Barbara Salvini v. City of Newport Beach*
Orange County Superior Court Case No. 30-2024-01442980-CU-OE-CJC

**RECONVENE**
*Mayor Stapleton reconvened the meeting at 7:30 p.m.*

**XIV. CLOSED SESSION REPORT**

City Attorney Harp announced that no reportable actions were taken during Closed Session.

**XV. ADJOURNMENT – Adjourned at 7:30 p.m.**

The agenda was posted on the City's website and on the City Hall electronic bulletin board located in the entrance of the City Council Chambers at 100 Civic Center Drive, Newport Beach, on June 19, 2025, at 4:40 p.m.

_____
**Joe Stapleton**
**Mayor**

_____
**Molly Perry**
**Interim City Clerk**

AMENDED

Received After Agenda Printed
July 8, 2025
Written Comments

# July 8, 2025, City Council Agenda Comments

The following comments on items on the Newport Beach City Council agenda are submitted by:
Jim Mosher ( jimmosher@yahoo.com ), 2210 Private Road, Newport Beach 92660 (949-548-6229)

## *Item 1. Minutes for the June 24, 2025 City Council Meeting*

The passages shown in *italics* below are from the draft minutes with suggested corrections shown in ***~~strikeout~~*** ***underline*** format. The page numbers refer to Volume 66.

**Page 339**, Item III: **The title "III. PUBLIC COMMENTS" is misplaced**.

The video shows Item III consisted solely of a reading of the notice regarding public comments by the Interim City Clerk, and seems to have been relocated in the agenda sequence by the Mayor. The clock visible on the wall confirms the reading took place after the Council returned at 4:30 p.m. from a brief recess and was not part of the earlier study session. **It occurred between Items "VI. ROLL CALL" and "VII. INVOCATION." and should be so indicated in the minutes, not at the location shown in the draft.**

The public comment listed under the "III. PUBLIC COMMENTS" heading in the draft was not in response to the Item III reading. It occurred before 4:30 p.m. and was part of study session Item SS2. **Moving the Item III heading (but not the comment) to its proper location later in the agenda will correct that error**.

**Page 339**, paragraph 2 from end (part of the misplaced comments described above), last sentence: "*He also noted, independent of his role on the General Plan Advisory Committee, that* ***~~there are additional materials linked~~*** *at the end of the AAM staff report* ***~~that are~~*** ***there is a link to a page with*** *very helpful* ***additional information****, including a link to a video of a symposium held in Palm Springs containing an in-depth discussion about AAM*."

[**comment**: I suspect the reason the staff report did not directly link to the additional materials, but, insteading, linked to a separate webpage ("newportbeachca.gov/AAM") containing links to the material is that, for reasons unknown to me, when staff reports (and comments such as this) get archived to the City's Laserfiche permanent storage system, the hyperlinks within them continue to display as hyperlinks, but become non-functional and (frustratingly) cannot be used unless the URL is spelled out in full for copying and pasting into a web browser. In the case of the AAM video, the URL is 81 characters long and likely could not have been displayed, in full, on a single line of the staff report.]

**Page 347**, last appointment item:

"*3. Interim City Clerk Perry read the ballot votes for the City Arts Commission as follows:*

*David Anastos – Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand*
*Rita Goldberg - Grant****, Kleiman, Weigand***
*Melissa Kandel - Barto, Blom, Grant,* ***~~Kleiman,~~*** *Stapleton, Weber, Weigand*
*Tiare Meegan - Barto, Blom, Kleiman, Stapleton, Weber****~~, Weigand~~***
*Laurel* ***~~Tipett~~*** ***Tippett*** *- Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand*

*Interim City Clerk Perry announced that David Anastos, Melissa Kandel, Tiare Meegan, and Laurel Tippett were appointed to the City Arts Commission*."

[**comment**: As of this writing, the ballots have not been copied to the meeting agenda's Laserfiche archive, but the votes shown in the draft minutes differ from those read at the meeting (as recorded in the video) as shown. In addition to correcting the misspelling of "Tippett" and the votes, it might be noted that the staff report indicated three of the City Arts Commission appointments were for terms ending in 2029 and one for a term ending in 2026.[1] Neither the Council nor the Clerk indicated which appointees were being appointed to which terms. The tradition seems to have been the appointee with the least votes gets the shortest term. In this case, that would be Tiare Meegan. However, since this was not discussed it is not clear that was the intent here.]

## *Item 4. Resolution No. 2025-41: Adopting a Memorandum of Understanding with the Newport Beach Professional and Technical Employees Association and Associated Salary Schedule*

It is a bit confusing since there may be more than one version of the Council agenda posted in more than one place, but it appears that as of July 7, the MOU being presented for approval on July 8 as Attachment A to Resolution No. 2025-41 and promised to be "available for viewing prior to the meeting" is not yet available for viewing.

This is particularly strange since a version of what purported to be the MOU was presented for review at the June 24 Council meeting. Is the present "Attachment A" any different from that? Why has it not been provided?

## *Item 5. Resolution No. 2025-42: Adopting a Memorandum of Understanding with the Newport Beach Police Management Association and the Associated Salary Schedule*

Unlike agenda Item 4, the MOU being presented for possible adoption is included in the packet.

What is peculiar about this one is that the document history on page 5-38 indicates the Mayor signed it on July 3, without the Council having acted on the item or having given the Mayor authority to sign.

---

[1] Retaining the ending dates of the board & commissioners' 4-year terms is important to ensuring a gradual replacement of position holders rather than a wholesale replacement in any one year. The original City Charter Section 702, approved by voters on June 8, 1954, required the original members of 5-member boards to arrange themselves into something like a 1-1-1-2 pattern of yearly appointment numbers, and 7-member boards into a 1-2-2-2 pattern. Apparently in connection with a measure to expand the Planning Commission to nine members,, this was changed less than a year later when, at the April 10, 1955, Municipal election, voters approved an amendment requiring at least 1 appointment each year, but allowing up to 3. When the seven-member City Arts Commission was created by a Charter amendment that was part of Proposition 1 at the April 9, 1974, election, the original members may have used that to organize their terms into a 1-1-2-3 annual appointment structure (an additional Charter amendment in 1992 gave the Council discretion to change the number of members of the Arts Commission – and only it – by ordinance or resolution, but it is unclear if that has ever been used).The massive Charter changes wrought by Measure EE in 2012 rewrote Section 702, vaguely leaving the appointment rotation structure of new boards and commissions completely to the discretion of the Council at the time of the initial appointments.

## *Item 6. Resolution No. 2025-43: Requesting a CalPERS Contract Amendment to Eliminate Section 20516(a) Cost Sharing for Citywide Miscellaneous Tier I Employees*

The staff report indicates that getting this amendment initiated "is a matter of great urgency" because of pending contract negotiations, but is less clear about the status of the cost sharing between now and when the amendment is completed, which it anticipates will be "at least a few months" away (and it says nothing about the amendment, if approved, being retroactive).

Who will be paying the cost sharing amounts between now and then if the contracts with the employee groups say one thing and the contract with CalPERS says something different? Or are the employee contracts being written in such a way that they will pay whatever the CalPERS contract says (in other words, make no change in cost sharing obligations until after a change to the CalPERS contract is completed)?

## *Item 7. Approval of a Professional Services Agreement with Arts Orange County to Manage Phase X of the Sculpture Exhibition in Civic Center Park*

The staff report implies the contractor will be working to a timeline set by the City Arts Commission.

Since the contract does not seem to have been posted in a machine-readable format, it is a little difficult for me to verify, but I don't think the expectation that the contractor will be working to an Arts Commission dictated timeline is part of the contract.

Another concern is with the agreement, in the Scope of Services on page 7-17, of the Community Input process by which applications for inclusion in the exhibition become part of the public survey determining the final selections. While there may be a need to reduce the entries to a manageable number for the public to evaluate, I believe that at one time the Commission's role in that was limited to eliminating entries that were unsuitable for objective reasons (such as use of materials not suitable for 2- or 3-year outdoor display). As has happened in recent years, Section 3.2 of the proposed Scope of Services appears to give the Commission unlimited authority to restrict the public survey to pieces that meet the Commission's tastes.

To avoid the public being given no real choice, shouldn't the contract set a minimum number of entries to be presented for consideration by the public?

## *Item 8. Irrigation Controller Replacement Phase 2 - Notice of Completion for Contract No. 9735-1 (25P02)*

This contract seems remarkable in that it was completed, according to this report, at the exact original contract price (not a penny more or less).

That contract, as approved as Item 5 at the March 25, 2025, meeting, included a 5% contingency, but did not allow extra compensation for unforeseen difficulties. Usually there are either cost savings found or change orders made, but apparently there were none here.

It also seems remarkable that the work was completed in 29 days when 120 were allowed.

## *Item 9. Tentative Memorandum of Understanding with Newport Beach Lifeguard Management Association (NBLMA)*

The effort to provide a redline of the proposed MOU for review prior to final action on it at a future meeting is commendable.

However, and while I may be confused due to possibly different versions of Council agenda posted at different locations, as of July 7, I have been unable to find the proposed MOU, but only a promise it "*will be available for viewing prior to the meeting*."

## *Item 14. General Plan Update Steering Committee (GPUSC) Bi-Monthly Update to the City Council*

As a member of GPAC, but commenting as a private citizen, I would observe, as must be obvious, that it has been more than two months since the last GPUSC "bi-monthly" update to the City Council. As the report alludes to, I suspect the delay may have been due, in part, to the Council's decision in January and February to terminate all the existing GPAC appointments and re-appoint 24 of them. I can say personally that this had a quite demoralizing effect and significantly, and unnecessarily, delayed the effort. It also resulted in the loss of two of the most highly engaged members.

Partially as a result of this, I believe the Council will ultimately be receiving a largely staff and consultant written General Plan, with relatively small pieces subjected to citizen review. Absent so far has been any real effort to compare the staff/consultant proposals to the current plan, highlighting what is new and what has been removed, and why. I hope that will be included when something eventually gets to the Council.

Speaking as a citizen who attended all but one of the workshops detailed in Attachment B, I would observe participation was considerably less "robust" than it may appear from the report. At the earlier workshops, the few unaffiliated citizens in attendance were far outnumbered by staff, consultants and GPAC members. And even counting better attendance at the final one, the fraction of the Newport Beach population providing input remains extremely small. Participation through the Newport, Together website also appears to have been minimal, suggesting most of the public may not even be aware of the update effort. It looks like no comments have been added through it since December, and very few before that.

## *Item 17. Fourth Amended and Restated Employment Agreement for City Manager*

This proposed Agreement, which was apparently developed in closed session, strikes me as fiscally irresponsible.

The City already has a contract for Grace Leung's services through December 30, 2026. That contract provides for no extra or continuing compensation in the event she voluntarily ceases to provide those services; that is, if she retires prior to its end, such as on December 30, 2025. While it is true the existing contract provides an extremely generous severance package should the Council involuntarily terminate Ms. Leung prior that Agreement's normal end, Council members have repeatedly praised her performance.

The present proposal allows Ms. Leung to leave at the end of 2025, yet be paid, in effect, through the end of calendar year 2026, without having to provide any services to the City during that final year of the current contract – a year in which City taxpayers will have to pay a different, and possibly higher-paid City Manager to provide the services that Ms. Leung will effectively be paid for but not providing.

Given the Council's public praise of Ms. Leung, I see no reason to alter the existing contract and put taxpayers to this extra expense. If Ms. Leung wishes to retire on December 26, that is her choice, but neither the Council, nor Newport Beach taxpayers, should be under any obligation to pay her anything extra for doing so.

Should the Council, alternatively, regard this as a retirement gift – a bonus for extraordinary service during her tenure here – I believe that would run afoul of the California Contsitution's Article XI, Section 10 prohibition against cities, including charter cities,[2] granting extra compensation for work contracted for and already performed. As we have been frequently reminded, California courts have carved out exceptions to this rule allowing retroactive adjustments during a time of contract negotiation, but that is not the circumstance here, since this does not seem in any way related to retaining or continuing service. Similarly, we have been reminded that charter cities are not *prohibited* from making gifts of public funds unless such a restriction is self-imposed in its charter. But not being *prohibited* in general does not mean they are *allowed* to make a gift expressly precluded by the Constitution.

Given all this, if the public praise was insincere, and the Council has found some reason it wants to terminate Ms. Leung, but cannot do so "for cause,"[3] then the staff report should clearly lay out the options available. Of particular interest would be how the cost to taxpayers of an involuntary separation on December 26, 2025 (or some earlier or later date), subject to the existing severance provisions, compares to the cost of the present proposal.

## *Item 18. Eighth Amended and Restated Employment Agreement for City Attorney*

It would have been helpful to provide a redline of the current agreement (contract C-7034-5) compared to this proposed one.

I also have trouble deducing from either the staff report or Attachment C how the annual cost of the proposed agreement compares to the cost expected under the existing agreement.

In view of the previous agenda item, the Council might wish to reconsider the extremely generous severance packages it is offering its employees. In the present case, the proposal will apparently roll back to 12 months the existing promise of 18 months severance, which roll-back, without the amendment, would not have happened until March 2026. However, one might wonder why even 12 months is being offered? It seems to significantly restrain the Council's ability to change employees even when it thinks a change would benefit the City.

---

[2] The otherwise plenary authority to set employee compensation granted to charter cities by Section 5 is expressly limited, in that section, by the other provisions of Article XI.

[3] Under the current Agreement, a "for cause" separation requires no additional compensation of any kind to be paid beyond the separation date.

CITY OF

# NEWPORT BEACH

## City Council Staff Report

July 8, 2025
Agenda Item No. 3

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** Jeff Boyles, Fire Chief - 949-644-3101, jboyles@nbfd.net

**PREPARED BY:** Raymund Reyes, Administrative Manager - 949-644-3352, rreyes@nbfd.net

**TITLE:** Resolution No. 2025-40: Medi-Cal Managed Care Rate Range Intergovernmental Transfer (IGT) Program for Cost Recovery of Emergency Medical Services for Calendar Year 2024

---


**ABSTRACT:**

The California Department of Health Care Services (DHCS) offers local units of government that provide health care services the opportunity to secure additional Medi-Cal revenues by participating in a voluntary Intergovernmental Transfer (IGT) program with its local Medi-Cal managed care plan. To date, the City of Newport Beach has successfully participated in nine transactions to secure a total of $2,761,445 in increased net revenue. Continued participation in the IGT program allows the City to obtain additional federal funds to offset previously unreimbursed costs for providing Medi-Cal plan members with emergency medical services. Participation in the IGT program is on a year-by-year basis and is now available for the services provided for the period of January 1, 2024 through December 31, 2024.


**RECOMMENDATIONS:**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

b) Adopt Resolution No. 2025-40, *A Resolution of the City Council of the City of Newport Beach, California, Authorizing Execution Of The Intergovernmental Agreement Regarding Transfer Of Public Funds With The Department Of Health Care Services (DHCS), And The Health Plan-Provider Agreement With CalOptima, To Participate In The Medi-Cal Rate Range Intergovernmental Transfer (IGT) Program*;

c) Authorize the Mayor and City Clerk to execute the Intergovernmental Agreement Regarding Transfer of Public Funds with the California Department of Health Care Services;

d) Authorize the Mayor and City Clerk to execute the Health Plan-Provider Agreement Intergovernmental Transfer Rate Range Program Agreement with CalOptima; and

e) Approve Budget Amendment No. 26-003 appropriating $164,746 in increased expenditures in account 01040404-821008 (IGT) from the General Fund unappropriated fund balance and increasing revenue estimates related to the Medi-Cal IGT program by $390,507 in Account No. 01040404-431246.

**DISCUSSION:**

The City's costs of delivering emergency medical services (EMS) are recovered through user fees established by the City Council. Due to the nature of EMS cost recovery in the healthcare industry, the City has limited control over the actual amount of revenue collected. Adjustments made by various payer sources (i.e., insurance plans, including state and federal insurance programs such as Medi-Cal) mean that the City is not fully reimbursed for EMS services.

Authorized under the Welfare and Institutions Code Sections 14164 and 14301 .4, DHCS implements a Voluntary Rate Range Program related to Medi-Cal managed care capitation rate ranges. The funding amounts under this Medi-Cal Managed Care Rate Range IGT Program consist of the nonfederal share of the difference between the Medi-Cal managed care plan's contracted rates and the top of the plans' actuarially sound rate range, as determined by DHCS. The program offers participating agencies the opportunity to secure additional Medi-Cal revenues that would normally remain uncollected by leveraging their nonfederal local funds. CalOptima is the County Organized Health System created by the Orange County Board of Supervisors in 1993 and serves as the Medi-Cal managed care plan for Orange County. In 2016, beginning with Fiscal Year 2014-15, CalOptima allowed fire departments that provide ambulance transport services the ability to participate in the Medi-Cal Managed Care Rate Range IGT Program.

The program is voluntary and there is no contractual guarantee of the City receiving its initial investment. However, other local California governments participating in the IGT program have previously received their initial investment plus the additional IGT funds for a net revenue increase. The City's history with the program has been successful as reflected in the table below.

| Program Year | Transfer Estimate | Funds Transferred | Funds Returned | Net City Revenue Increase | Approx. Rate of Return |
|---|---|---|---|---|---|
| FY 2014-15 | $308,504 | $266,191 | $356,554 | $90,363 | $1.34 per $1 |
| FY 2015-16 | $192,616 | $192,616 | $290,897 | $98,281 | $1.51 per $1 |
| FY 2016-17 | $267,005 | $267,005 | $383,471 | $116,466 | $1.44 per $1 |
| FY 2017-18 | $273,017 | $273,083 | $571,081 | $297,998 | $2.09 per $1 |
| FY 2018-19 | $285,141 | $285,141 | $588,822 | $303,681 | $2.07 per $1 |
| 7/2019-12/2020 | $190,040 | $534,785 | $655,324 | $120,539 | $1.23 per $1 |
| CY 2021 | $310,177 | $310,177 | $838,207 | $528,030 | $2.70 per $1 |
| CY 2022 | $419,272 | $447,001 | $1,017,114 | $570,113 | $2.28 per $1 |
| CY 2023 | $441,584 | $467,563 | $1,103,537 | $635,974 | $2.36 per $1 |
| **Totals:** | **$2,687,356** | **$3,043,562** | **$5,805,007** | **$2,761,445** | **$1.91 per $1** |

While there has been some variation in return estimates versus actuals received over time, more funds have been returned to the City than have been transferred each year.

In Fiscal Year (FY) 2017-18, the federal match rate was expanded to include the optional Medicaid Expansion population, resulting in a higher rate of return than previous years.

Due to the COVID-19 pandemic, the FY 2019-20 reporting period was extended to December 31, 2020 (thereafter moving to a calendar year program), and there was a significant drop in the number of patient transports. CalOptima amended its agreement for Calendar Year 2021 to reduce its share from 50% to 2%, increasing the City's share to 98% of net transaction revenue. For the 2022 and 2023 program years, the City was invoiced for amounts above the original estimates due to remaining amounts calculated by DHCS from the 2021 and 2022 program years, respectively.

Participation in the Medi-Cal Rate Range IGT for the service period of January 2024 through December 2024 provides the City an opportunity to recover up to $390,507 of unreimbursed costs, as estimated by CalOptima. The reduction in capitation payments is partly based on a tentative increase in eligible agency participation, as well as what DHCS has initially allocated as shares throughout the state for those eligible entities. Final participation and allocations are still pending at this time.

Agreements with both DHCS and Cal Optima must be executed as part of the participation process. The agreement with DHCS outlines the necessary transfer of funds for the service period, including a 20% administrative fee. The agreement with CalOptima details the terms upon which the City is paid the unreimbursed costs for providing transport services to Medi-Cal plan members, plus additional federal funds made available due to participation in the IGT program. A resolution authorizes the Mayor and city manager to execute all agreements and amendments related to participation in the program.

Staff recommends adoption of the resolution and approval of the respective agreements with DHCS and CalOptima. If approved and once the required agreements are in place (the signed agreement with DHCS is due by August 1, 2025), the City will receive a fund transfer request from DHCS. DHCS currently estimates that invoicing for agency IGT amounts will take place in October 2025, with payment due in November 2025.

**FISCAL IMPACT:**

To participate as a funding entity, the City must transfer $164,746 in local funds to DHCS, which includes a 20% assessment fee of $27,458. DHCS will then use the local funds provided to draw down additional federal funds and access the highest allowable Medi-Cal reimbursement rate from the federal government. The City expects to be fully reimbursed for the initial contribution and the 20% assessment fee, as well as receiving up to $225,761 in new revenue from the IGT-funded federal match, for a total return of $390,507.

Prior to distribution of the IGT-funded capitation rate increase to the City, CalOptima will retain up to $4,607 (2% of the estimated net revenue) for community health investments

in Orange County. CalOptima is the only Medi-Cal managed care plan in the state approved to retain IGT funds.

The budget amendment appropriates $390,507 in additional revenue from DHCS, which is distributed by CalOptima, and $164,746 in increased expenditure appropriations. The revenue will be posted to the Emergency Medical Services - Medi-Cal IGT account in the Fire Department, 01040404-431246, and the invoice from DHCS will be expensed to the Emergency Medical Services - Medi-Cal IGT account in the Fire Department, 01040404-821008.

**ENVIRONMENTAL REVIEW:**

Staff recommends the City Council find this action 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, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**NOTICING:**

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

**ATTACHMENTS:**

Attachment A – Draft Fund Flow Summary
Attachment B – Resolution 2025-40
Attachment C – Agreement with California Department of Health Care Services
Attachment D – Agreement with CalOptima
Attachment E – Budget Amendment No. 26-003

# ATTACHMENT A

**Projections for CY 2024 IGT Transaction with City of Newport Beach Fire Department**

*per CalOptima*

| ESTIMATE for City of Newport Beach Fire Department | Amount |
|---|---|
| 1. City of Newport Beach IGT Transfer to DHCS | **$137,288** |
| 2. City of Newport Beach Additional 20% State Fee to DHCS | **$27,458** |
| 3. Federal Match of City of Newport Beach IGT | $230,368 |
| 4. Increased Capitation Payment from DHCS to CalOptima Health | $395,114 |
| | |
| 5. City of Newport Beach's Initial Contribution (Original transfer + 20% State Fee) | $164,746 |
| 6. Net IGT Transaction Revenue for Orange County | $230,368 |
| 98% Share for City of Newport Beach | $225,761 |
| 2% Share for CalOptima Health | $4,607 |
| **7. Total Payment to City of Newport Beach** | **$390,507** |
| | |
| Rate of Return for City of Newport Beach | 137% |

NOTE: Updated estimate based on DHCS contracts in August 2025

**ATTACHMENT B**

**RESOLUTION NO. 2025- 40**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT REGARDING TRANSFER OF PUBLIC FUNDS WITH THE DEPARTMENT OF HEALTH CARE SERVICES (DHCS), AND THE HEALTH PLAN-PROVIDER AGREEMENT WITH CALOPTIMA, TO PARTICIPATE IN THE MEDI-CAL RATE RANGE INTERGOVERNMENTAL TRANSFER (IGT) PROGRAM**

**WHEREAS**, since 2006, the California Department of Health Care Services ("DHCS") has offered local agencies that provide health care the opportunity to secure additional Medi-Cal revenues by participating in a voluntary Intergovernmental Transfer ("IGT") program with their local Medi-Cal managed care plan provider;

**WHEREAS**, CalOptima, a California public agency("CalOptima"), is the County Organized Health System created by the Orange County Board of Supervisors to serve as the local Medi-Cal managed care plan provider for Orange County;

**WHEREAS**, CalOptima, contracts with the State of California to administer additional Medi-Cal revenues to qualified public entities to offset previously unreimbursed costs for serving Medi-Cal plan members;

**WHEREAS**, the City of Newport Beach is a provider of health care that receives payment from CalOptima pursuant to an agreement for the provision of emergency medical transport services to Medi-Cal members on a fee-for-service basis, but has unreimbursed costs associated with providing these services;

**WHEREAS**, participation in the IGT program with DHCS and CalOptima provides an opportunity for the City to recover previously unreimbursed costs associated with providing services to Medi-Cal members, potentially reaching full cost recovery for Emergency Medical Services in accordance with Newport Beach Municipal Code Chapter 3.36 (Cost Recovery for User Services);

**WHEREAS**, the IGT program requires participants to contribute to the non-federal share of Medi-Cal Managed Care, which DHCS will combine with related federal funds and distribute to local Medi-Cal managed care plan providers for distribution to participating local agencies to reimburse unfunded costs for serving Medi-Cal plan members;

**WHEREAS**, the estimated non-federal share contribution for the City for the period of January 1, 2024, through December 31, 2024, is One Hundred Thirty-Seven Thousand, Two Hundred, Eighty-Eight Dollars ($137,288);

**WHEREAS**, pursuant to Welfare and Institutions Code Section 14301.4(d)(1), the non-federal share contribution is subject to a twenty percent (20%) administrative fee to reimburse DHCS for the administrative costs of operating the IGT program; and

**WHEREAS**, to date, the City has transferred a total of Three Million Forty Three Thousand Five Hundred Sixty Two Dollars ($3,043,562) in non-federal share contributions and administrative fees, and has received IGT program funding in the amount of Five Million Eight Hundred Five Thousand Seven Dollars ($5,805,007), which has resulted in a net return of Two Million Seven Hundred Sixty One Thousand Four Hundred Forty Five Dollars ($2,761,445) to reimburse and draw down previously unfunded costs for providing services to Medi-Cal members;

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

**Section 1:** The City Council does hereby authorize the Mayor, or designee, to execute: (1) the Intergovernmental Agreement Regarding Transfer of Public Funds with DHCS regarding the City's transfer of its 2024 estimated IGT non-federal share amount of One Hundred Thirty-Seven Thousand, Two Hundred, Eighty-Eight Dollars ($137,288), plus a twenty percent (20%) administrative fee of Twenty-Seven Thousand, Four Hundred Fifty-Eight Dollars ($27,458), for a total amount of One Hundred Sixty-Four Thousand, Seven Hundred, Forty-Six Dollars ($164,746); and, (2) the Health Plan-Provider Agreement Intergovernmental Transfer Rate Range Program with CalOptima regarding CalOptima's distribution of IGT funds to the City to reimburse the City for its unfunded costs of providing transport services to Medi-Cal plan members.

**Section 2:** The City Council does hereby authorize the City Manager, or designee, to execute any and all other documents necessary to ensure participation in the IGT program, including, but not limited to, amendment of the above referenced agreements, provided that any such amendment does not extend the term of the agreement beyond five (5) additional years, or increase contribution amounts in excess of an additional One Hundred Twenty Thousand Dollars ($120,000).

**Section 3:** The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

**Section 4:** 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 5:** 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 6:** 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 8th day of July, 2025.

_____
Joe Stapleton
Mayor

**ATTEST:**

_____
Molly Perry
Interim City Clerk

**APPROVED AS TO FORM:**
CITY ATTORNEY'S OFFICE

_____
Aaron C. Harp
City Attorney

# INTERGOVERNMENTAL AGREEMENT REGARDING TRANSFER OF PUBLIC FUNDS

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES ("DHCS") and CITY OF NEWPORT BEACH ("GOVERNMENTAL FUNDING ENTITY") with respect to the matters set forth below.

The parties agree as follows:

## AGREEMENT

1. Transfer of Public Funds

1.1 The GOVERNMENTAL FUNDING ENTITY agrees to make a transfer of funds to DHCS pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code. The amount transferred shall be based on the sum of the applicable rate category per member per month ("PMPM") contribution increments multiplied by member months, as reflected in Exhibit 1. The GOVERNMENTAL FUNDING ENTITY agrees to initially transfer amounts that are calculated using the Estimated Member Months in Exhibit 1, which will be reconciled to actual enrollment for the service period of January 1, 2024 through December 31, 2024 in accordance with Sub-Section 1.3 of this Agreement. The funds transferred shall be used as described in Sub-Section 2.2 of this Agreement. The funds shall be transferred in accordance with the terms and conditions, including schedule and amount, established by DHCS.

1.2 The GOVERNMENTAL FUNDING ENTITY shall certify that the funds transferred qualify for Federal Financial Participation pursuant to 42 C.F.R. part 433, subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-

related donations. Impermissible sources do not include patient care or other revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

1.3 DHCS shall reconcile the "Estimated Member Months," in Exhibit 1, to actual enrollment in HEALTH PLAN(S) for the service period of January 1, 2024 through December 31, 2024 using actual enrollment figures taken from DHCS records. Enrollment reconciliation will occur on an ongoing basis as updated enrollment figures become available. Actual enrollment figures will be considered final two years after December 31, 2024. If reconciliation results in an increase to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, the GOVERNMENTAL FUNDING ENTITY agrees to transfer any additional funds necessary to cover the difference. If reconciliation results in a decrease to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, DHCS agrees to return the unexpended funds to the GOVERNMENTAL FUNDING ENTITY. If DHCS and the GOVERNMENTAL FUNDING ENTITY mutually agree, amounts due to or owed by the GOVERNMENTAL FUNDING ENTITY may be offset against future transfers.

2. Acceptance and Use of Transferred Funds

2.1 DHCS shall exercise its authority under section 14164 of the Welfare and Institutions Code to accept funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to this Agreement as Intergovernmental Transfer (IGTs), to use for the purpose set forth in Sub-Section 2.2.

2.2 The funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to Section 1 and Exhibit 1 of this Agreement shall be used to fund the non-federal share

of Medi-Cal Managed Care actuarially sound capitation rates described in section 14301.4(b)(4) of the Welfare and Institutions Code as reflected in the contribution PMPM and rate categories reflected in Exhibit 1. The funds transferred shall be paid, together with the related Federal Financial Participation, by DHCS to HEALTH PLAN(S) as part of HEALTH PLAN(S)' capitation rates for the service period of January 1, 2024 through December 31, 2024, in accordance with section 14301.4 of the Welfare and Institutions Code.

2.3 DHCS shall seek Federal Financial Participation for the capitation rates specified in Sub-Section 2.2 to the full extent permitted by federal law.

2.4 The parties acknowledge that DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services.

2.5 DHCS shall not direct HEALTH PLAN(S)' expenditure of the payments received pursuant to Sub-Section 2.2.

3. Assessment Fee

3.1 DHCS shall exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20 percent fee related to the amounts transferred pursuant to Section 1 of this Agreement, except as provided in Sub-Section 3.2. GOVERNMENTAL FUNDING ENTITY agrees to pay the full amount of that assessment in addition to the funds transferred pursuant to Section 1 of this Agreement.

3.2 The 20-percent assessment fee shall not be applied to any portion of funds transferred pursuant to Section 1 that are exempt in accordance with sections 14301.4(d) or 14301.5(b)(4) of the Welfare and Institutions Code. DHCS shall have sole discretion to determine the amount of the funds transferred pursuant to Section 1 that will not be subject to a

20 percent fee. DHCS has determined that $0.00 of the transfer amounts will not be assessed a 20 percent fee, subject to Sub-Section 3.3.

3.3 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to DHCS simultaneously with the transfer amounts made under Section 1 of this Agreement. If at the time of the reconciliation performed pursuant to Sub-Section 1.3 of this Agreement, there is a change in the amount transferred that is subject to the 20-percent assessment in accordance with Sub-Section 3.1, then a proportional adjustment to the assessment fee will be made.

4. Amendments

4.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

4.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 2 of this Agreement.

5. Notices. Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall either be sent via secure email or submitted in writing to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address as set forth below:

To the GOVERNMENTAL FUNDING ENTITY:

Kristin Thompson, EMS Division Chief

100 Civic Center Drive
Newport Beach, CA 92660
(949) 644-3385
kthompson@nbfd.net

With copies to:

Raymund Reyes, Admin Mgr
100 Civic Center Drive
Newport Beach, CA 92660
(949) 644-3352
rreyes@nbfd.net

To DHCS:

Vivian Beeck
California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., MS 4413
Sacramento, CA 95814
Vivian.Beeck@dhcs.ca.gov

6. Other Provisions

6.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal payments described in Sub-Section 2.2 of this Agreement that are funded by the GOVERNMENTAL FUNDING ENTITY, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the GOVERNMENTAL FUNDING ENTITY and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

6.2 The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

6.3 Sections 2 and 3 of this Agreement shall survive the expiration or termination of this Agreement.

6.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

6.5 Time is of the essence in this Agreement.

6.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so. Any required signature(s) on any documents must be in compliance with California Government Code section 16.5 and any other applicable state or federal regulations.

7. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under Federal and State law and regulations.

8. Approval. This Agreement is of no force and effect until signed by the parties.

9. Term. This Agreement shall be effective as of January 1, 2024 and shall expire as of June 30, 2027 unless terminated earlier by mutual agreement of the parties.

## SIGNATURES

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, on the date of the last signature below.

CITY OF NEWPORT BEACH:

By: _____ Date: _____

Joe Stapleton, Mayor

ATTEST:

_____ Date: _____

By: Molly Perry, Interim City Clerk

APPROVED AS TO FROM:

_____ Date: _____

By: Aaron C. Harp, City Attorney 6.26.25 AF

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date: _____

Authorized Representative, Department of Health Care Services

Exhibit 1

| Health Plan | Funding Entity | Rating Region | Service Period | Participation % |
|---|---|---|---|---|
| CalOptima | City of Newport Beach | Orange | 1/2024 - 12/2024 | 0.24% |

| Category of Aid | SIS/UIS | Contribution PMPM | Estimated Member Months* | Estimated Contribution (Non-Federal Share) |
|---|---|---|---|---|
| Child | SIS | $ 0.01 | 3,087,562 | $ 30,876 |
| Child | UIS | $ - | 189,630 | $ - |
| Adult | SIS | $ 0.02 | 999,357 | $ 19,987 |
| Adult | UIS | $ 0.01 | 614,214 | $ 6,142 |
| Adult Expansion | SIS | $ - | 3,264,674 | $ - |
| Adult Expansion | UIS | $ - | 746,598 | $ - |
| SPD | SIS | $ 0.07 | 401,788 | $ 28,125 |
| SPD | UIS | $ 0.04 | 116,938 | $ 4,678 |
| SPD Dual | SIS | $ 0.03 | 1,241,498 | $ 37,245 |
| SPD Dual | UIS | $ 0.01 | 10,576 | $ 106 |
| LTC | SIS | $ 0.07 | 1,997 | $ 140 |
| LTC | UIS | $ 0.04 | 1,429 | $ 57 |
| LTC Dual | SIS | $ 0.03 | 26,935 | $ 808 |
| LTC Dual | UIS | $ 0.01 | 302 | $ 3 |
| WCM | SIS | $ 0.08 | 112,441 | $ 8,995 |
| WCM | UIS | $ 0.03 | 4,199 | $ 126 |
| Est. FE Total | | | 10,820,138 | $ 137,288 |

* Note that Estimated Member Months are subject to variation, and the actual total Contribution (Non-Federal Share) may differ from the amount listed here.

* FMAP is a weighted blend of multiple FMAPs.

# HEALTH PLAN-PROVIDER AGREEMENT

## INTERGOVERNMENTAL TRANSFER RATE RANGE PROGRAM AGREEMENT

This Agreement is made this 1st day of September, 2025, by and between CALOPTIMA HEALTH, a California public agency hereinafter referred to as "PLAN", and the City of Newport Beach, a California municipal corporation and charter city operating through its Fire Department, hereinafter referred to as "PROVIDER".

RECITALS:

WHEREAS, PLAN is a public agency formed pursuant to California Welfare and Institutions Code Section 14087.54 and Orange County Ordinance No. 3896 as amended by Ordinance Nos. 00-8, 05-008, 06-012, 09-001, 11-013, 14-002 and 16-001, and is party to a Medi-Cal managed care contract with DHCS, entered into pursuant to Welfare and Institutions Code Section 14087.3, under which PLAN arranges and pays for the provision of covered Medi-Cal health care services to eligible Medi-Cal members residing in Orange County;

WHEREAS, PROVIDER is a public healthcare provider of emergency ambulance transport services, which is a covered Medi-Cal health care service, to persons enrolled with Medi-Cal Managed Care Health Plan Providers, including PLAN;

WHEREAS, PLAN and PROVIDER desire to enter into this Agreement to provide for Medi-Cal managed care capitation rate increases to PLAN as a result of intergovernmental transfers ("IGTs") from City of Newport Beach (GOVERNMENTAL FUNDING ENTITY) to the California Department of Health Care Services ("State DHCS") to maintain the availability of Medi-Cal health care services to Medi-Cal beneficiaries.

NOW, THEREFORE, PLAN and PROVIDER hereby agree as follows:

## IGT MEDI-CAL MANAGED CARE CAPITATION RATE RANGE INCREASES

### 1. IGT Capitation Rate Range Increases to PLAN

#### A. Payment

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the GOVERNMENTAL FUNDING ENTITY specifically pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer of Public Funds, CONTRACT# IGT-24-0017 ("Intergovernmental Agreement") effective for the period of January 1, 2024 through December 31, 2024 for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases ("IGT MMCRRIs"), PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range ("LMMCRR") IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN. For purposes of this Agreement, the phrase "GOVERNMENTAL FUNDING ENTITY" shall have the same meaning as in the Intergovernmental Agreement.

**B. Health Plan Retention**

(1) a. PLAN shall retain two percent (2.0%) of the net proceeds (after reimbursing PROVIDER's initial contribution for the transaction), from the Medi-Cal managed care rate increases paid to PLAN by DHCS as described in this Agreement prior to disbursing LMMCRR IGT Payments to PROVIDER. The retained funds will be expended by PLAN for Covered Services under PLAN's contract with DHCS for Medi-Cal, in either the State fiscal year received, or in subsequent State fiscal years, as appropriated by the CalOptima Health Board of Directors.

Each provider's share of retained amounts shall be calculated based on the provider's proportionate share of the LMMCRR IGT payment made by PLAN in Orange County.

b. The amounts referenced in this Agreement are estimates. The parties understand and agree that the total amount of the Medi-Cal managed care capitation rate increases paid by DHCS to PLAN may fluctuate as a result of enrollment. The parties further understand and agree that any such fluctuations will likewise affect the amount to be retained by the PLAN and the amount payable to PROVIDER by the same percentage as the variance in the capitation rate increases, if any.

(2) PLAN will not retain any other portion of the IGT MMCRRIs received from the State DHCS other than those mentioned above.

**C. Conditions for Receiving Local Medi-Cal Managed Care Rate Range IGT Payments**

As a condition for receiving LMMCRR IGT Payments, PROVIDER shall, as of the date the particular LMMCRR IGT Payment is due:

(1) continue to provide emergency transport services to PLAN Members promptly and in a manner which ensures access to care consistent with PROVIDER's regular business practices for providing such services; and

(2) not discriminate against PLAN Members or in any way impose limitations on the acceptance of PLAN Members for care or treatment that are not imposed on other patients of PROVIDER.

**D. Schedule and Notice of Transfer of Non-Federal Funds**

1. PROVIDER shall provide PLAN with a copy of the schedule regarding the transfer of funds to State DHCS referred to in the Intergovernmental Transfer Agreement within fifteen (15) calendar days of establishing such schedule with State DHCS. Additionally, PROVIDER shall notify PLAN, in writing, no less than seven (7) calendar days prior to any changes to an existing schedule, including but not limited to, changes to the amounts specified therein.

2. PROVIDER shall provide PLAN with written notice of the amount and date of the transfer within seven (7) calendar days after funds have been transferred to State DHCS for use as the nonfederal share of any IGT MMCRRIs.

**E. Form and Timing of Payments**

PLAN agrees to pay LMMCRR IGT Payments to PROVIDER in the following form and according to the following schedule:

(1) PLAN agrees to pay the LMMCRR IGT Payments to PROVIDER using the same mechanism through which compensation and payments are normally paid to PROVIDER (e.g., electronic transfer).

(2) PLAN will pay the LMMCRR IGT Payments to PROVIDER no later than thirty (30) calendar days after receipt of the IGT MMCRRIs from State DHCS.

**F. Consideration**

(1) As consideration for the LMMCRR IGT Payments, PROVIDER shall use the LMMCRR IGT Payments for the following purposes and shall treat the LMMCRR IGT Payments in the following manner:

(a) The LMMCRR IGT Payments shall represent compensation for emergency ambulance services rendered to Medi-Cal PLAN members by PROVIDER between January 1, 2024, and December 31, 2024, and shall be used by PROVIDER solely to fund the costs that exceed the fee-for-service rates paid by Medi-Cal PLAN for covered services provided to Medi-Cal PLAN Members during that period.

(b) To the extent that total payments received by PROVIDER for any State fiscal year under this Agreement exceed the cost of Covered Services provided to Medi-Cal PLAN members by PROVIDER during that fiscal year, any remaining LMMCRR IGT Payment amounts shall constitute an overpayment, and shall by returned to Medi-Cal PLAN pursuant to the provisions of Section 1.K., below

(2) Both parties agree that none of these funds, either from the GOVERNMENTAL FUNDING ENTITY or federal matching funds will be recycled back to the GOVERNMENTAL FUNDING ENTITY'S general fund, the State, or any other intermediary organization. Payments made by the health plan to providers under the terms of this Agreement constitute patient care revenues.

**G. PLAN's Oversight Responsibilities**

PLAN's oversight responsibilities regarding PROVIDER's use of the LMMCRR IGT Payments shall be limited as described in this paragraph. PLAN shall request, within thirty (30) calendar days after the end of each State fiscal year in which LMMCRR IGT Payments were transferred to PROVIDER, a written confirmation that states whether and how PROVIDER complied with the provisions set forth in Paragraph 1.F above. In each instance, PROVIDER

shall provide PLAN with written confirmation of compliance within thirty (30) calendar days of PLAN's request.

**H. Cooperation Among Parties**

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the LMMCRR IGT Payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the LMMCRR IGT Payments to the full extent possible on behalf of the safety net in Orange County.

**I. Reconciliation**

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which LMMCRR IGT Payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMCRR IGT Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCRRIs were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMCRR IGT Payments made in error to PROVIDER within thirty (30) calendar days after receipt from PLAN of a written notice of the overpayment error, unless PROVIDER submits a written objection to PLAN. Any such objection shall be resolved in accordance with the dispute resolution process set forth in Section 1.H. The reconciliation processes established under this paragraph are distinct from the indemnification provisions set forth in Paragraph 1.J below. PLAN agrees to transmit to the PROVIDER any underpayment of LMMCRR IGT Payments within thirty (30) calendar days of PLAN's identification of such underpayment.

**J. Indemnification**

PROVIDER agrees to and acknowledges the following:

(1) PLAN has no obligation to make any payments hereunder until PLAN has received IGT MMCRRIs from State DHCS;

(2) that PLAN is not responsible for State DHCS payments to PLAN, including any mathematical calculations made by DHCS;

(3) PLAN is not responsible for the timing of the payments from DHCS to PLAN (including the conditions precedent to the timing of such payments which includes the timing of DHCS submission to CMS and/or CMS review and approval). In addition, PLAN and PROVIDER agree and acknowledge that nothing herein is intended to create an obligation on the part of PLAN to agree to delays in capitation payment(s) from State DHCS in order to accommodate this IGT; and

(4) In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

**K. Overpayments and CalOptima Health Right to Recover**

PROVIDER has an obligation to report any overpayment identified by PROVIDER, and to repay such overpayment to CalOptima Health within sixty (60) days of such identification by PROVIDER, or of receipt of notice of an overpayment identified by CalOptima Health. PROVIDER acknowledges and agrees that, in the event that CalOptima Health determines that an amount has been overpaid or paid in duplicate, or that funds were paid which were not due under this Contract to PROVIDER, CalOptima Health shall have the right to recover such amounts from PROVIDER by recoupment or offset from current or future amounts due from CalOptima Health to PROVIDER, after giving notice and an opportunity to return/pay such amounts. This right to recoupment or offset shall extend to any amounts due from PROVIDER to CalOptima Health, including, but not limited to, amounts due because of overpayments as described in the provisions of this agreement.

**2. Term**

The term of this Agreement shall commence on January 1, 2024 and shall terminate on June 30, 2027.

**SIGNATURES**

HEALTH PLAN: CalOptima Health

_____ Date: _____
By: Yunkyung Kim, Chief Operating Officer

PROVIDER: City of Newport Beach

_____ Date: _____
By: Joe Stapleton, Mayor

ATTEST:

_____ Date: _____
By: Molly Perry, Interim City Clerk

APPROVED AS TO FROM:

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

6.26.25
AF

**ATTACHMENT E**

# City of Newport Beach

BUDGET AMENDMENT

2025-26

**BA#: 26-003**

Department: Fire

Requestor: Raymund Reyes

**ONE TIME:** ☑ Yes ☐ No

☐ **CITY MANAGER'S APPROVAL ONLY**

☑ **COUNCIL APPROVAL REQUIRED**

***Approvals***

**Finance Director:** Jann Alcuaman Date 6/26/25

**City Clerk:** Date

**EXPLANATION FOR REQUEST:**

To appropriate additional revenue from the Department of Health Care Services (DHCS), which are distributed by CalOptima. This amendment will also increase expenditure appropriations in the EMS Medi-Cal IGT account which represents the City's initial contribution for participation in the IGT program.

☐ from existing budget appropriations
☐ from additional estimated revenues
☑ from unappropriated fund balance

**REVENUES**

| Fund # | Org | Object | Project | Description | Increase or (Decrease) $ |
|---|---|---|---|---|---|
| 010 | 01040404 | 431246 | | EMERGENCY MEDICAL SERVICES - MEDI-CAL IGT | 390,507.00 |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | Subtotal | $ 390,507.00 |

**EXPENDITURES**

| Fund # | Org | Object | Project | Description | Increase or (Decrease) $ |
|---|---|---|---|---|---|
| 010 | 01040404 | 821008 | | EMERGENCY MEDICAL SERVICES - MEDI-CAL IGT | 164,746.00 |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | Subtotal | $ 164,746.00 |

**FUND BALANCE**

| Fund # | Object | Description | Increase or (Decrease) $ |
|---|---|---|---|
| 010 | 300000 | GENERAL FUND - FUND BALANCE CONTROL | 225,761.00 |
| | | - | - |
| | | - | - |
| | | - | - |
| | | Subtotal | $ 225,761.00 |

***Fund Balance Change Required***

CITY OF

# NEWPORT BEACH

## City Council Staff Report

July 8, 2025
Agenda Item No. 4

| | |
|---|---|
| **TO:** | HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL |
| **FROM:** | Grace K. Leung, City Manager - 949-644-3001, gleung@newportbeachca.gov |
| **PREPARED BY:** | Barbara J. Salvini, Human Resources Director – 949-644-3259, bsalvini@newportbeachca.gov |
| **TITLE:** | Resolution No. 2025-41: Adopting a Memorandum of Understanding with the Newport Beach Professional and Technical Employees Association (NBPTEA) and Associated Salary Schedule |


**ABSTRACT:**

The Tentative Agreement regarding a Memorandum of Understanding (MOU) between the City of Newport Beach and the Newport Beach Professional and Technical Employees Association (ProfTech or Association) was submitted at the City Council's Regular Meeting on June 24, 2025, to provide the Council and the community an opportunity to consider the terms and costs of the agreement.

The proposed MOU is now presented for the City Council's approval (or rejection). This is the final step in the meet and confer process with ProfTech. Included in the recommendation for approval of the MOU is the associated salary schedule. The attached budget amendment appropriates the required funding to implement the costs associated with the agreement for the current fiscal year.


**RECOMMENDATIONS:**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

b) Adopt Resolution 2025-41, *A Resolution of the City Council of the City of Newport Beach, California, Adopting a Memorandum of Understanding Between the City of Newport Beach and the Newport Beach Professional and Technical Employees Association and Amending the Salary Schedule; and*

c) Approve Budget Amendment No. 26-004 appropriating $1,036,295 in increased expenditures in various City division salary and benefit accounts from unappropriated fund balances for Fiscal Year 2025/26.

**DISCUSSION:**

The following discussion was provided, in part, with the June 24, 2025, staff report and is included here for reference.

ProfTech represents just under 100 miscellaneous employees in engineering, planning and information technology occupations. ProfTech is affiliated with the Laborers' International Union of North America, Local 777 (LIUNA). During negotiations, City staff members and ProfTech board members discussed wage adjustments, the medical cafeteria allowance and structure, leave time, certificate pays, and other non-economic matters.

Key provisions of the Tentative Agreement between the City and ProfTech include:

- Term: June 28, 2025, through June 30, 2028
- Salary Adjustments:
    - June 28, 2025 – 5% increase
    - July 2026 – 4% increase
    - July 2027 – 3% increase
- Medical Insurance: The City will contribute $2,025 per month (plus the minimum CalPERS participating employee contribution) to each member's cafeteria plan.
- Employee Retirement Contributions: Effective June 14, 2025, employee retirement contributions will adjust as follows:
    - Tiers I & II – 8% of compensation earnable.
    - Tier III – 8% of pensionable compensation or half of the normal cost, whichever is higher.
- Introduction of Longevity Pay starting at 15 years of full-time service with the City.
- Adjustments to Standby Pay, Callback Duty, Certificate Pays and Holiday Leave.

The City Council reviewed the Tentative Agreement and proposed MOU with ProfTech at its regular meeting of June 24, 2025, after which the costing information and proposed revisions to the MOU were posted for public review on the City's website. A final version of the successor MOU is being presented (Attachment A) in accordance with Government Code §3505.1. The total cost of the ProfTech MOU is approximately $5.5 million. If the Council approves adoption of the MOU, City staff will work to implement the terms as soon as practicable.

Finally, the IT Division requested a study of its organizational structure and staffing needs. Based on the study, the Senior IT Analyst position, which focuses on GIS, is being reclassified to the position of GIS Coordinator with a salary range that is 5% higher than the Senior IT Analyst position.

**FISCAL IMPACT:**

Detailed cost information is provided in Attachment B. Since the MOU covers the period from June 28, 2025, through June 30, 2028, it will result in the following annual fiscal impacts to implement the terms of the agreement, totaling $5,507,942:

| Fiscal Year | Amount |
|---|---|
| **2025/26** | 1,299,392 |
| **2026/27** | 1,878,802 |
| **2027/28** | 2,329,748 |
| | **5,507,942** |

A budget amendment is required to appropriate $1,036,295 from unappropriated fund balances to implement the agreement Fiscal Year 2025-26. The MOU for ProfTech is funded by the General Fund, Tidelands Fund, Environmental Liability Fund, Water Fund, and the Information Technology Internal Service Fund.

**ENVIRONMENTAL REVIEW:**

Staff recommends the City Council find this action 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, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**NOTICING:**

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

**ATTACHMENTS:**

Attachment A – Resolution No. 2025-41 including Exhibit A, ProfTech MOU
Attachment B – Costing
Attachment C – Budget Amendment No. 26-004

**ATTACHMENT A**

# RESOLUTION 2025-41

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEWPORT BEACH AND THE NEWPORT BEACH PROFESSIONAL AND TECHNICAL EMPLOYEES ASSOCIATION AND AMENDING THE SALARY SCHEDULE

**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 employee associations to foster improved relations while balancing good management practices;

**WHEREAS**, the City previously entered into a Memorandum of Understanding ("MOU") with the Newport Beach Professional and Technical Employees Association ("ProfTech") a recognized organization, for the term of January 1, 2022 through December 31, 2025;

**WHEREAS**, representatives from the City and ProfTech met and conferred in good faith and reached a tentative agreement on wages, benefits and other terms and conditions of employment, which are memorialized in the Memorandum of Understanding between the City and ProfTech ("Memorandum of Understanding") attached hereto as Attachment A and incorporated herein by this reference;

**WHEREAS**, ProfTech has voted to approve the Memorandum of Understanding;

**WHEREAS**, City of Newport Beach Charter Section 601 requires the City Council to provide the number, titles, qualifications, powers, duties and compensation of all officers and employees of the City;

**WHEREAS**, Newport Beach Municipal Code Section 2.28.010 (Establishment of Classification and Salary Ranges) provides, upon recommendation of the City Manager, the City Council may establish by resolution the salary range or rate for each position;

**WHEREAS**, by adopting this resolution, the City Council intends to amend the salary schedule for ProfTech unit members so as to be in conformance with the Memorandum of Understanding;

**WHEREAS**, the City Manager has reviewed the changes to the salary schedule for ProfTech unit members provided in this resolution and recommends approval;

**WHEREAS**, the City Council received and considered the Memorandum of Understanding at its regular meeting on June 24, 2025; and

**WHEREAS**, by adopting this resolution, the City Council also desires to replace the 2022-2025 MOU between the City and ProfTech by adopting the Memorandum of Understanding attached hereto as Attachment A to serve as the successor agreement between the City and ProfTech for the period June 28, 2025 through June 30, 2028.

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

**Section 1:** The City Council hereby approves, and authorizes the Mayor to execute the Memorandum of Understanding attached hereto as Attachment A. The wages, hours, fringe benefits, and other terms and conditions of employment for employees represented by ProfTech shall be provided in accordance with the provisions of the Memorandum of Understanding, which shall serve as the successor agreement between the City and ProfTech for the period June 28, 2025 through June 30, 2028.

**Section 2:** The City's salary schedule shall be modified to be consistent with this resolution, the Memorandum of Understanding, and Exhibit A to the Memorandum of Understanding. Any resolution, or part thereof, in conflict with this resolution shall be of no effect.

**Section 3:** The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

**Section 4:** 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 5:** 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 6:** 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 8th day of July, 2025.

Joe Stapleton
Mayor

**ATTEST:**

Molly Perry
Interim City Clerk

**APPROVED AS TO FORM:**
CITY ATTORNEY'S OFFICE

Aaron C. Harp
City Attorney

Attachment A - Memorandum of Understanding

**ATTACHMENT A**

**(MOU)**

The attachment will be available for viewing prior to the meeting.

Received After Agenda Printed
July 8, 2025
Agenda Item No. 4

# NEWPORT BEACH PROFESSIONAL AND TECHNICAL EMPLOYEEES ASSOCIATION

# MEMORANDUM OF UNDERSTANDING

# MEMORANDUM OF UNDERSTANDING
# BETWEEN
# THE CITY OF NEWPORT BEACH
# AND
# THE NEWPORT BEACH
# PROFESSIONAL AND TECHNICAL
# EMPLOYEES ASSOCIATION

June 28, 2025 through June 30, 2028

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF NEWPORT BEACH
AND
NEWPORT BEACH PROFESSIONAL AND TECHNICAL EMPLOYEES ASSOCIATION
**June 28, 2025 through June 30, 2028**

TABLE OF CONTENTS

**Preamble**

**Section 1. General Provisions**

Recognition ..... 1
Duration of Memorandum ..... 2
Release Time ..... 2
Scope ..... 2
Employee Data and Access ..... 4
Conclusiveness ..... 4
Modifications ..... 4
Association Dues ..... 5

**Section 2. Compensation**

Salary ..... 5
Overtime ..... 5
Weekend Standby Duty ..... 6
Callback Duty ..... 6
Accumulation of Compensatory Time Off ..... 7
Shift Differential ..... 7
Associate Civil Engineer and Junior Civil Engineer ..... 7
Court Time ..... 7
Certificate Pay ..... 8
Acting Pay ..... 8
Bilingual Pay ..... 8
Assignment Pay ..... 9

**Section 3. Leaves**

Flex Leave ..... 9
Holiday Leave ..... 11
Bereavement Leave ..... 12
Leave Sellback ..... 13

## Section 4. Fringe Benefits

Insurance ..... 13
Additional Insurance Programs ..... 15
Employee Assistance Program ..... 16
Retirement Benefit. ..... 16
LIUNA Supplemental Pension ..... 17
Retiree Medical Benefit ..... 18
Tuition Reimbursement ..... 22
Deferred Compensation ..... 23

## Section 5. Miscellaneous Provisions

Reduction in Force/Layoffs ..... 23
Recruitment and Selection ..... 26
9/80 Scheduling Plan ..... 26
Labor Management Committee ..... 26
Grievance Procedure ..... 27
Probation ..... 28
Salary on Reclassification ..... 29
Direct Deposit. ..... 29
Uniforms ..... 29
Telecommuting Program ..... 29
Separability ..... 30

EXHIBIT A: Represented Job Classifications and Pay Rates ..... 33
EXHIBIT B: Approved Certificates ..... 66

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF NEWPORT BEACH PROFESSIONAL AND TECHNICAL EMPLOYEES ASSOCIATION

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is entered into with reference to the following:

PREAMBLE

1. The Newport Beach Professional and Technical Employees Association ("NBPTEA" or "Association"), a recognized employee organization, affiliated with the Laborers' International Union of North America, Local 777 (LIUNA), and the City of Newport Beach ("City"), a municipal corporation and charter city, have been meeting and conferring, in good faith, with respect to wages, hours, fringe benefits and other terms and conditions of employment.

2. NBPTEA representatives and City representatives have reached an agreement as to wages, hours and other terms and conditions of employment. This shall apply to all affected employees for the term of *June 28, 2025* through *June 30, 2028* and this agreement has been embodied in this MOU.

3. This MOU, upon approval by NBPTEA and the Newport Beach City Council, represents the total and complete understanding and agreement between the parties regarding all matters within the scope of representation.

## SECTION 1. General Provisions

A. RECOGNITION

In accordance with the provisions of the Charter of the City of Newport Beach, the Meyers Milias Brown Act of the State of California and the provisions of the Employer's/Employee Labor Relations Resolution No. 2001-50, the City acknowledges that NBPTEA is the majority representative for the purpose of meeting and conferring regarding wages, hours and other terms and conditions of employment for all employees in those classifications specified in Exhibit "A" or as appropriately modified in accordance with the Employer/Employee Resolution. All other classifications and positions not specifically included within Exhibit "A" are excluded from representation by NBPTEA.

B. TERM

1. Except as specifically provided otherwise, any ordinance, resolution or action of the City Council necessary to implement this MOU shall be considered effective as of *June 28, 2025.* This MOU shall remain in full force and effect until *June 30, 2028,* and the provisions of this MOU shall continue after the date of expiration of this MOU in the event the parties are meeting and conferring on a successor MOU.

2. The provisions of this MOU shall prevail over conflicting provisions of the Newport Beach City Charter, the ordinances, resolutions and policies of the City, and federal and state statutes, rules and regulations which either specifically provide that agreements such as this prevail, confer rights which may be waived by any collective bargaining agreement, or are, pursuant to decisional or statutory law, superseded by the provisions of an agreement similar to this MOU.

C. RELEASE TIME

1. Three NBPTEA officers designated by the NBPTEA shall collectively be granted an annual maximum of 150 hours paid release time for the conduct of NBPTEA business. Such time shall be exclusive of actual time spent in collective bargaining and shall be scheduled at the discretion of the NBPTEA officer. Every effort will be made to schedule this time to avoid interference with City operations.

2. Release time designees shall be identified annually and notice shall be provided to the City. Release time incurred shall be reported regularly in the form and manner prescribed by the City.

3. Activities performed on release time shall include representation of members in rights disputes, preparation for collective bargaining activities, and distribution of NBPTEA written communication in the workplace.

4. Each January, the City will examine the number of Release Time hours the Association used the preceding year. If the Association used more than 75% of the hours normally granted (150), the Association will be granted an additional 30 hours for that year.

D. SCOPE

1. All present written rules and current established practices and employees' rights, privileges and benefits that are within the scope of representation shall

remain in full force and effect during the term of this MOU unless specifically amended by the provisions of this MOU.

2. The practical consequences of a Management Rights decision on wages, hours, and other terms and conditions of employment shall be subject to the grievance procedures.

3. Pursuant to this MOU, the City reserves and retains all its inherent exclusive and non-exclusive managerial rights, powers, functions and authorities ("Management Rights") as set forth in Resolution No. 2001-50. Management Rights include, but are not limited to, the following:

    (a) the determination of the purposes and functions of City Departments;

    (b) the establishment of standards of service;

    (c) to assign work to employees as deemed appropriate;

    (d) the direction and supervision of its employees;

    (e) the discipline of employees;

    (f) the power to relieve employees from duty for lack of work or other legitimate reasons;

    (g) to maintain the efficiency of operations;

    (h) to determine the methods, means and personnel by which operations are to be conducted;

    (i) the right to take all necessary actions to fulfill the Department's responsibilities in the event of an emergency; and

    (j) the exercise of complete control and discretion over the manner of organization, and the appropriate technology, best suited to the performance of departmental functions.

The practical consequences of a Management Rights decision on wages, hours, and other terms and conditions of employment shall be subject to the grievance procedures.

## E. EMPLOYEE DATA AND ACCESS

In January and July of each year, the NBPTEA will be provided with a listing of all unit members. The listing will include name, department, and job title. Information concerning the NBPTEA prepared by the NBPTEA will be provided to new employees at the time of orientation.

The City shall provide NBPTEA with access and information regarding new employees and existing unit members as required by law. NBPTEA designated officers shall be entitled to solicit membership from new employees at their work site. This solicitation shall be made from the total release time for NBPTEA Officers and shall be scheduled in a manner that is not disruptive to departmental operations. Department heads may determine appropriate times for new employee contact, but they cannot reasonably deny such contact.

## F. CONCLUSIVENESS

With the exception of a separate MOU covering retirement issues, this MOU contains all of the covenants, stipulations, and provisions agreed upon by the parties. Therefore, for the term of this MOU, neither party shall be compelled, and each party expressly waives its rights to request the other to meet and confer concerning any issue within the scope of representation except as expressly provided herein or by mutual agreement of the parties. No representative of either party has the authority to make, and none of the parties shall be bound by, any statement, representation or agreement reached prior to the execution of this MOU and not set forth herein.

As provided in the Employer-Employee Relations Resolution No. 2001-50, the City shall determine the way City services are to be provided, including whether the City should provide services directly or contract out work, including work that is currently being performed by Association members. In the event the City introduces a plan to outsource services currently being performed by Association members to achieve greater efficiency and/or cost savings, and upon request by the Association, the City shall meet and confer with Association representatives to discuss the impacts of the City's decision to contract out work. The City shall retain sole authority to decide whether or not to contract out work, including work that is currently being performed by Association members. This provision shall not limit the City's authority to enter into such an agreement for any City services.

## G. MODIFICATIONS

Any agreement, understanding, or waiver or modification of any of the terms or provisions of this MOU shall not be binding upon the parties unless contained in

a written document executed by authorized representatives of the parties.

H. ASSOCIATION DUES

1. The collection of Association dues shall be handled through the payroll deduction process.

2. The Association and LIUNA agree to defend, indemnify and hold harmless the City for its collection of Association dues.

**SECTION 2. COMPENSATION**

A. SALARY

Base salary increases for all NBPTEA represented classifications shall be as follows and as specified in Exhibit A:

Effective *June 28, 2025*, base salaries will be increased by *five* percent (*5*%) for all represented classifications.

Effective the *first full* pay period *following July 1, 2026*, base salaries will be increased by *four* percent (*4*.0%) for all represented classifications.

Effective the *first full* pay *period following July 1, 2027*, base salaries will be increased by three percent (3%) for all represented classifications.

B. OVERTIME

1. Advance Approval - Employees must have advance approval from their supervisor to work overtime.

2. FLSA Overtime - Overtime earned for actual work hours in excess of 40 in the employee's defined FLSA workweek.

3. Contract Overtime - Overtime earned for an employee whose hours paid in their defined FLSA workweek exceeds 40. For purposes of calculating hours paid for contract overtime, holidays occurring during the work week count as time worked. The use of other forms of leave do not count as hours worked for purposes of calculating hours paid for determining eligibility for contract overtime.

4. Rate at Which Overtime is Calculated -FLSA and Contract Overtime (paid at time and one half - 1.5) shall be calculated at the regular rate of pay, except

that the rate at which Contract Overtime is calculated shall not include the City's Cafeteria Plan Allowance, the opt-out Cafeteria Plan Allowance, or any cash back an employee may receive from the Cafeteria Plan Allowance by choosing benefits which cost less than the Allowance.

5. Workweek for Purposes of Calculating Overtime - For employees who work the 9/80 work schedule, their defined FLSA workweek shall begin exactly four hours after the start time of their shift on their alternating regular day off (i.e., their eight- hour day) and end exactly 168 hours later. For employees who work a 5/40 work schedule, their workweek shall begin on Saturday at 12:01 a.m. and will end exactly 168 hours later the following Saturday at 12:00 a.m.

6. Work Schedule - Regardless of the type of work schedule an employee is assigned (e.g., 5/40 and 9/80), full-time employees are regularly scheduled to work *40* hours in their defined FLSA workweek.

7. Reporting Time - The City calculates overtime in tenths of an hour. Employees shall report their time worked to the nearest tenth of an hour.

C. STANDBY DUTY

Information Technology staff assigned standby duty for the purpose of responding to calls for service during *off hours* shall be paid $3 per hour for each hour of assigned standby duty. Time on standby is not considered hours worked. *Standy pay will not be piggybacked with any other paid time, such as call-back, scheduled or unscheduled overtime, or if working a scheduled shift.* This provision is not intended to be a guarantee of hours and the City shall retain the right to determine when standby duty shall be assigned.

D. CALLBACK DUTY

1. Defined

Callback duty requires the employee to respond to a request to return to their workstation after the normal work shift has been completed and the employee has left their normal workstation. *P*eriods of overtime which *have* been scheduled by the Department Director prior to the end of the normal work shift are not considered callback duty.

2. Compensation

All employees shall receive a minimum of *three* (*3)* hours pay. If an employee works more than *three (3)* hours, they shall receive pay for actual hours worked.

E. ACCUMULATION OF COMPENSATORY TIME OFF

Unit members who are non-exempt from overtime may receive compensatory time off (CTO), in lieu of cash, as compensation for overtime hours worked at the rate of one-and- one-half hours for each hour of overtime worked. An employee may only earn CTO if requested and then approved by the employee's supervisor. Callback time may be converted to CTO with supervisor approval.

Employees may accumulate up to 80 hours of CTO. Any hours earned in excess of 80 will be paid out to the employee the following pay period. Once a unit member reduces the balance below 80 hours, additional hours may be earned again up to the 80 hour cap.

F. SHIFT DIFFERENTIAL

Unit members who are regularly assigned a work schedule of which four or more hours are worked between the hours of 5 p.m. and 5 a.m. shall receive a shift differential pay of $1.00 per actual hour worked; payable for each hour worked after 5 p.m. Overtime worked as an extension of an assigned day shift shall not qualify an employee for shift differential.

The parties agree that to the extent permitted by law, the City shall report to the California Public Employees' Retirement System (CalPERS) shift differential pay as Special Assignment Pay pursuant to Title 2 CCR, Section 571(a)(4) and/or Section 571.1 (b)(3) Shift Differential. *However, for "new members" as defined by the Public Employees' Pension Reform Act (PEPRA) of 2013, shift differential pay will not be reported as pensionable compensation to* CalPERS.

G. ASSOCIATE CIVIL ENGINEER AND JUNIOR CIVIL ENGINEER

Employees in the class of Associate Civil Engineer and Junior Civil Engineer who are registered by the State of California shall receive an additional compensation of five (5%) percent of base pay per month.

H. COURT TIME

Employees who are required to appear in court during their off-duty hours in connection with City business shall receive a minimum of two hours pay. If an employee is actually in court for more than two hours, the member shall receive pay for actual hours worked.

## I. CERTIFICATE PAY

*Effective January 1, 2013, the certificate pay program was modified to eliminate "inactive" certificates and "sunset" certain active certificates. Employees currently receiving pay for a "sunset" certificate are considered grandfathered under the program, but no further employees shall be eligible. The complete list of eligible certificates and the corresponding benefit is listed in Exhibit B. All other procedures associated with certificate pay remain in effect, including a limitation of payment for a maximum of five certificates per employee.*

The parties agree that to the extent permitted by law, the City shall report to the California Public Employees' Retirement System (CalPERS) eligible certificate pays as Educational Pay pursuant to Title 2 CCR, Section 571(a)(2) and/or 571.1(b)(2).

## J. ACTING PAY

NBPTEA employees are eligible to receive "acting pay" only after completing 80 consecutive hours in the higher classification. Once the 80 hour requirement has been satisfied, acting pay will be granted for all hours worked above 40 hours beginning with the 41st hour worked in the higher classification. Acting pay is an additional 7.5% of the employee's base pay rate.

The parties agree that to the extent permitted by law, and in accordance with Government Code §20480 Out-of-Class Appointment Limitations, the City shall report to the California Public Employees' Retirement System (CalPERS) acting pay as Premium Pay pursuant to Title 2 CCR Section 571(a)(3) Temporary Upgrade Pay. *However,* for "new members" as defined by the Public Employees' Pension Reform Act *(PEPRA)* of 2013, acting pay will not be reported as pensionable compensation to CalPERS. The employee must be performing 100% of the duties in the higher classification for temporary upgrade pay to be reportable.

## K. BILINGUAL PAY

Upon determination of the Department Director that an employee's ability to speak, read and/or write in Spanish contributes to the Department providing better service to the public, employees in positions that require additional languages as part of their normal duties shall be eligible to receive One Hundred Fifty ($150) dollars per month (paid each pay period) in bilingual pay. The certification process will confirm the employee is fluent at the street conversational level in speaking, reading and/or writing Spanish. Employees certified shall receive bilingual pay the first full pay period following certification.

Additional languages may be certified for compensation pursuant to this section by the Department Director with the concurrence of the Human Resources Director. The parties agree that to the extent permitted by law, the City shall report to the California Public Employees' Retirement System (CalPERS) bilingual pay as Special Assignment Pay pursuant to Title 2 CCR, Section 571(a)(4) and/or 571.1(b)(3) Bilingual Premium.

L. ASSIGNMENT PAY

An employee appointed by the Community Development Director to regularly perform the duties of the Zoning Administrator as set forth in the Zoning Code shall be provided temporary assignment pay at five percent (5%) above the employee's base pay, to be paid on an hourly basis for all hours worked in the assignment. This assignment pay is temporary and will cease once the employee is no longer performing the duties of the Zoning Administrator.

Assistant Planners appointed by the Planning Director to regularly perform the lead duties at the Plan Check Counter shall be provided temporary assignment pay at five (5%) percent above the employee's base pay, paid on an hourly basis for all hours worked in the assignment. This assignment pay will cease once the employee is no longer performing the duties of the lead person at the Plan Check Counter.

*M. LONGEVITY PAY*

*Unit members shall receive longevity pay based on their continuous years of full-time service with the City of Newport Beach as follows:*

| Years of Continuous Service | Longevity Pay |
|---|---|
| 15 – 19 | 1% |
| 20-24 | 1.5% |
| Over 25 years | 2% |

*These pays are not cumulative (e.g., at 20 years of service, total longevity pay will be 1.5%). The parties agree that to the extent permitted by law, Longevity Pay is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571(a)(1) and 571.1(b)(1).*

**SECTION 3. LEAVES**

A. FLEX LEAVE

Members accrue flex leave in lieu of vacation and sick leave. An employee accrues

a designated number of flex leave hours while in paid status and based upon years of service. Years of service is determined by the number of continuous, full-time years a member is employed by the City.
Unit members shall accrue *flex* leave at the following *hourly* rates:

| Years of Continuous Service | Hrs. Accrued Per Pay Period | Annual Hours | Max Allowable Balance (hours) |
|---|---|---|---|
| | | | |
| Less than 5 | 6.00 | 156.00 | 468.00 |
| 5 but less than 9 | 6.61 | 171.86 | 515.58 |
| 9 but less than 12 | 7.23 | 187.98 | 563.94 |
| 12 but less than 16 | 8.15 | 211.90 | 635.70 |
| 16 but less than 20 | 8.77 | 228.02 | 684.06 |
| 20 but less than 25 | 9.38 | 243.88 | 731.64 |
| 25 and over | 10.00 | 260.00 | 780.00 |

Members shall accrue three (3) months (i.e., 39 hours) of flex leave *in the manner and* as provided above upon completion of three (3) months of continuous employment with the City, provided however, this amount shall be reduced by any flex leave time advanced during the first three (3) months of employment. At the completion of three *(3)* months of employment, three (3) months of accrued Flex leave will be placed in the employee's account.

1. Limit on Accumulation

*Members hired on or before July 1, 1996:*
Members hired *on or before* July 1, 1996, shall be paid for earned flex leave in excess of the maximum *allowable balance as spillover pay* at the member's hourly rate of pay provided that they have utilized at least eighty (80) hours of flex leave the previous calendar year. Employees accruing at the 16 years of continuous service level or above shall be required to use 120 hours of flex leave the previous calendar year *to receive spillover pay.* Employees who have not utilized the required amount of leave the prior calendar year shall not be eligible to accrue time above the maximum *allowable balance.*

*Employees hired after July 1, 1996:*
Employees first hired or rehired by the City *after* July 1, 1996 *are* not eligible for flex leave spillover pay and *are* not entitled to accrue flex leave in excess of the flex leave *maximum allowable balance.*

2. Method of Use

The Department Director shall approve all requests for flex leave taking into consideration the needs of the Department, and whenever possible the wishes of the employee.

B. HOLIDAY LEAVE

The following days shall be observed as paid holidays (i.e., employees shall have the day off with pay). *Employees* who are required to work on the holiday will receive their pay for the holiday as either pay or flex leave for the number of hours worked on the holiday.

| | |
|---|---|
| New Year's Day | Januarv 1 |
| Martin Luther King Day | January- 3rd Monday |
| Washington's Birthdav | February - 3rd Monday |
| Memorial Dav | Mav - Last Mondav |
| Floatinq Holidav | Julv 1 |
| Independence Day | July 4 |
| Labor Dav | September- 1st Mondav |
| Veterans Dav | November 11 |
| Thanksgiving Day | November - 4th Thursday |
| Friday After Thanksgiving | November- 4th Friday |
| Christmas Eve | December 24 |
| Christmas Dav | December 25 |
| New Year's Eve | December 31 |
| *Holiday Closure – Up to 3 Days* | *TBD based on closure dates* |

Holidays are paid based on the employee's regular workday schedule. For example, if an employee is on a 9/80 schedule and the holiday is observed on a day that the employee is regularly scheduled to work nine hours, the employee is entitled to receive nine hours of holiday pay. However, if an employee is on a 9/80 schedule and the holiday is observed on a day that the employee is regularly scheduled to work eight hours, the employee is eligible to receive eight hours of holiday pay. *If an employee must work on one of the holidays listed above, (except the floating holiday), the employee will be credited with a maximum of eight hours per holiday.*

1. Holidays listed above (except the floating holiday) occurring on a Saturday shall be observed the preceding Friday. Holidays occurring on a Sunday shall be observed the following Monday.

2. Holiday pay will be paid only to employees who work their scheduled day before and scheduled day after a holiday or are on authorized paid leave (e.g. paid leave that has been reviewed and approved by the Department

Director).

3. *Holiday Closure – If the City Council approves a holiday closure for City Hall, the following applies:*

    a. *Holiday Closure Pay Unit members will receive holiday closure pay for the days they would have normally been scheduled to work during the closure period, up to a maximum of three (3) days. The holiday closure pay is specifically for use during the approved holiday closure. Example: If your regular work schedule would have you working two days during a three-day holiday closure, you will receive two days of holiday closure pay, not three. You will not automatically get three days if your schedule does not call for it.*
    b. *Working During a Holiday Closure If a unit member is required by their supervisor to work during a holiday closure, they may bank their holiday hours to flex, up to a maximum of eight hours for each day the employee is required to work during the holiday closure.*

    *The Holiday Closure Pay aims to fairly compensate members while ensuring operational needs are met during approved holiday closures.*

The floating holiday is awarded on July 1. Eight hours of holiday leave *are* added to the member's vacation or flex leave bank on the first pay period in July each year.

C. BEREAVEMENT LEAVE

Bereavement leave shall be defined as "the necessary absence from duty by an employee because of the death or terminal illness in of an immediate family member." Unit members shall be entitled to 40 hours of bereavement leave per calendar year per incident (terminal illness followed by death is considered one incident). Bereavement leave shall be administered in accordance with the provisions of the Employee Policy Manual. Leave hours need not be used consecutively, however they should be used in proximate time to the occurrence. For the purposes of this section, immediate family shall mean an employee's father, mother, stepfather, stepmother, brother, sister, spouse/domestic partner, child, stepchild, *grandchild*, grandparents and the member's spouse's/domestic partner's father, mother, brother, sister, child, *grandchild* and grandparents. The provisions of this section shall not diminish or reduce any rights a member may have pursuant to applicable provisions of state or federal law. A member requesting bereavement leave shall notify their supervisor as soon as possible of the need to take leave.

*D. REPRODUCTIVE LOSS LEAVE*

*Eligible employees are entitled to five unpaid days for each reproductive loss event. Multiple reproductive loss events are covered, up to a maximum of 20 days of reproductive loss leave within a twelve-month period.*

E. LEAVE SELLBACK

Employees shall have the option (on two occasions) of selling back on an hour for hour basis, accrued flex or vacation leave. In no event shall the flex or vacation leave balance be reduced below one hundred and sixty (160) hours. Hours sold back will be subject to the Retiree Health Savings Plan Part C contributions, per Section 4 (F), Retiree Medical. For the term of this MOU the Association has elected Part C contributions for Flex at 0%.

Employees shall have the option of converting accrued flex /eave to cash on an hour for hour basis subject to the following: On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out accrued flex leave which will be earned in the following calendar year. The employee can elect to receive the cash out in the pay period which includes June 30 and/or the pay period which includes December 15 for those flex /eave benefits that have been earned during that portion of the year. In no event shall the flex leave balance be reduced below 160 hours.

In addition to the above, an employee who has an "unforeseen emergency" (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the Director of Human Resources for a payoff of accrued flex leave. The amount of flex leave which may be *cashed out* is limited to the amount necessary to meet the emergency. If there is an unforeseen emergency, an employee can cash out flex /eave earlier in the year than described above provided that the remaining balance is not reduced below 160 hours.

## SECTION 4. FRINGE BENEFITS

A. INSURANCE

1. Benefits Information Committee

The City has established a Benefits Information Committee (BIC) composed of one representative from each employee association group and up to three City representatives. The Benefits Information Committee has been established to allow the City to present data regarding carrier and coverage options, the cost of those options, appropriate coverage levels and other health programs. The purpose of the

BIC is to provide each employee association with information about health insurance/programs and to receive timely input from associations regarding preferred coverage options and levels of coverage.

2. Medical Insurance

The City has implemented an IRS qualified Cafeteria Plan. In addition to the contribution amounts listed below, the City shall contribute the minimum CalPERS participating employer's contribution towards medical insurance for employees enrolled in a CalPERS medical plan, per Government Code Section 22892. Employees shall have the option of allocating Cafeteria Plan contributions towards the City's existing medical, dental and vision insurance/programs, *provided that any cash-out option complies with IRS Section 125 requirements.*

Unused Cafeteria Plan funds shall be payable to the employee as taxable cash back. Employees shall be allowed to change coverages in accordance with plan rules and during regular open enrollment periods.

The City's contribution towards the Cafeteria Plan is *Two Thousand and Twenty-Five Dollars ($2,025),* plus the minimum CalPERS participating employer's contribution.

NBPTEA members who do not enroll in any medical plan offered by the City must provide evidence of group medical insurance coverage and execute an opt-out agreement releasing the City from any responsibility or liability to provide medical insurance coverage on an annual basis.

Employees hired prior to March 16, 2019 who elect to opt out of medical coverage offered by the City because they have provided proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California) will receive One Thousand Dollars ($1,000) per month in taxable cash. *For these same employees, if they elect medical coverage and spend less than $1,725 (plus the minimum CalPERS participating employer's contribution) of the City contribution provided above, the difference shall be paid to the employee as taxable cash biweekly.*

Employees hired on or after March 16, 2019 who elect to opt out of medical coverage offered by the City because they have provided proof of MEC through another source (other than coverage in the individual market, whether or not obtained through Covered California) shall receive Five Hundred Dollars ($500) per month in taxable cash. For these same employees, if they elect medical coverage and spend less than the City contribution provided above, there shall be no cash back provided.

3. Dental Insurance

The existing or comparable dental plans shall be maintained as part of the City's health plan offerings as agreed upon by the Benefits Information Committee.

4. Vision Insurance

The existing or a comparable vision plan shall be maintained as part of the City's plan offerings as agreed upon by the Benefits Information Committee.

5. Healthcare Reform

The parties recognize that certain state and federal laws, programs and regulations, including the Affordable Care Act, may impact future medical plan offerings., Either party may request to reopen Section 4A(2) regarding medical insurance for the purpose of discussing alternative approaches and proposals to providing healthcare coverage. *Additionally,* should state or federal laws concerning taxation of healthcare benefits change, the parties agree to meet and discuss the impact of such change.

B. Additional Insurance Programs

1. IRS Section 125 Flexible Spending Account

Section 125 of the Internal Revenue Code authorizes an employee to reduce taxable income for payment of allowable expenses such as child care and medical expenses. An Association member may request that medical, child care and other eligible expenses be paid or reimbursed by the Section 125 Plan out of the employee's account. The base salary of the employee will be reduced by the amount designated by the employee for reimbursable expenses.

2. Disability Insurance

The City shall provide Short-term (STD) and Long-term (LTD) disability insurance to all regular full-time employees with the following provisions:

| | Short-Term Disability | Long-Term Disability |
|---|---|---|
| Benefit Amount | 66.67% of covered wages | 66.67% of covered wages |
| Maximum Benefit | $1,846 weekly | $15,000 monthly |
| Waiting Period | 30 calendar days | 180 calendar days |

Employees shall not be required to exhaust accrued paid leaves prior to receiving benefits under the disability insurance program. Employees may not supplement the disability benefit with paid leave once the waiting period has been exhausted.

3. Life Insurance

The City shall provide life insurance for all regular full-time employees in $1,000 increments equal to one times the employee's annual salary up to a maximum of $50,000. At age 70 the City-paid life insurance is reduced by 50% of the pre-70 amount. This amount remains in effect until the employee terminates from City employment.

C. Employee Assistance Program

City shall provide an Employee Assistance Program (EAP) through a properly licensed provider. Association members and their family members may access the EAP subject to provider guidelines.

D. Retirement Benefit

The City contracts with California Public Employees Retirement System (CalPERS) to provide retirement benefits for its employees. Pursuant to prior agreements and state mandated reform, the City has implemented *three different tiers of retirement benefits, categorized as Tier I, Tier II and Tier III.*

1. Retirement Formula

**Tier I**: For employees hired by the City on or before November 23, 2012, the retirement formula shall be the 2.5%@ 55 calculated on the basis of the single highest year.

**Tier II:** For employees first hired by the City between November 24 and December 31, 2012 or hired on or after January 1, 2013 and who are current classic members of the retirement system, as defined in the Public Employees' Pension Reform Act ("PEPRA"), the retirement formula shall be 2% @ 60 calculated on the average 36 highest months' salary.

**Tier III**: For employees first hired by the City on or after January 1, 2013, and who do not meet the Tier II criteria because they are new members as defined by PEPRA, the retirement formula shall be 2% @ 62 calculated on the average 36 highest months' salary.

2. Employee Contributions

*Tier I:*

*Tier I employees shall contribute eight percent (8%) of compensation earnable for the CalPERS member contribution.*

*Tier II:*

*Tier II employees shall contribute the statutory CalPERS Member Contribution equal to seven percent (7%) of compensation earnable, plus an additional one percent (1%) of compensation earnable toward retirement costs under Government Code Section 20516(f), for a total contribution of 8% of compensation earnable.*

*Tier III:*

*The minimum statutory employee contribution for employees in Tier III, subject to the provisions of the Public Employees' Pension Reform Act (PEPRA) equals 50% of the "total normal cost", and is calculated annually for possible adjustments as provided in the CalPERS valuations.*

*In addition to the statutorily required 50% contribution of total normal costs, Tier III employees shall contribute an additional amount of pensionable compensation toward retirement pursuant to Government Code section 20516(f) so that their contribution equals a total of 8% of pensionable compensation. Provided, however, that the employee contribution shall never fall below the statutory required contribution.*

E. LIUNA Supplemental Pension

The unit members agree to pay any costs and/or contributions associated with its members' participation in the LIUNA Supplemental Pension Fund. The City's sole obligation is to forward the agreed upon amount to the fund. The City is not responsible for, nor does it make any representation regarding the payment of benefits to unit members.

The employees' contributions to the LIUNA Supplemental Pension Fund are deemed "picked-up" and treated as employer contributions. Employees cannot opt out of the "pick- up," or receive the contributed amounts directly instead of having them paid to the plan. Participation at the same level will continue to be mandatory for members of the Association.

The Association agrees with the procedural change *and* acknowledges that members who leave City employment prior to vesting in the LIUNA pension plan will

still have no right to return of amounts contributed, or other recourse against the City concerning LIUNA.

Effective March 16, 2019, unit members agree to pick up the actual costs and contributions required by LIUNA for participation in the LIUNA Supplemental Pension Fund for as long as its members participate in the LIUNA Supplemental Pension Fund. The parties are not precluded from discussing the LIUNA Supplemental Pension in future labor negotiations.

The Association and LIUNA agree to defend, indemnify and hold harmless the City for its actions pursuant to this section. This includes, but is not limited to, any challenge by any member of the bargaining unit related to making contributions to the LIUNA Supplemental Pension Fund or receiving benefits from the LIUNA Supplemental Pension Fund.

*During the course of this MOU, either party may request a meeting to discuss the LIUNA Supplemental Pension Fund, however any alterations to the Plan administration must be agreed upon by both parties.*

F. Retiree Medical Benefit

This is an Integral Part Trust (/PT) RHS Retiree Health Savings (RHS) plan (formerly the Medical Expense Reimbursement Program - "MERP"). Each member has an individual RHS account ("Account"), which accumulates based on the category they fall under (see Program Structure below). Funds from the Account may be used for eligible health care expenses after separation, retirement or a change in personnel status to a position that does not receive the RHS benefit. These changes in personnel status will activate the Account and allow funds to be withdrawn until the Account balance is depleted. Since the plan restricts all distributions to be spent for health insurance premiums and health care expenses, as defined by the Internal Revenue Code Publication 502, § 213(d) and the Plan document the contributions, fund investment earnings and benefit payments (when withdrawn from the Account) are not taxed. Additionally, certain contributions may only be deposited upon retirement from the City. The categories are detailed below.

1. Background

In 2005, the City and NBPTEA agreed to replace the previous "defined benefit" retiree medical program with a new "defined contribution" program. The process of fully converting to the new program is ongoing for an extended period. During the transition, employees and (then) existing retirees were administratively classified into different categories. The benefit is structured differently for each of the categories. The categories are as follows:

(b) Category 1 - Employees who become eligible for the benefit after January 1, 2006. This may include new hires, rehires and part-time employees appointing to full-time status.

(c) Category 2 - Employees who were active and enrolled in the previous defined benefit as of December 31, 2005, eligible for the new defined contribution program as of January 1, 2006 and whose age plus years of service as of January 1, 2006 was less than 50.

(d) Category 3 - Employees who were active and enrolled in the previous defined benefit as of December 31, 2005, eligible for the new defined contribution program as of January 1, 2006 and whose age plus years of service as of January 1, 2006 was 50 or greater.

2. Eligibility

All Association members are eligible for the RHS benefit. However, if a member separates or changes positions to a bargaining unit which does not offer this benefit, the member is no longer eligible for any contributions to the plan and their Account will be activated for use and withdrawal of funds by the employee (or former employee). This means if a unit member subsequently reappoints to a position which offers the RHS benefit, they will be enrolled in "Category 1" and must revest in the program. Any remaining balance deposited during prior eligibility will remain in the Account.

Employees who become ineligible (no longer covered by a City employee association offering the RHS benefit) before vesting forfeit the City's Part B contribution. Said employee will only receive Part A and Part C contributions. The only exception is an active employee who separates before vesting due to an approved industrial disability. In such case, the employee will receive exactly five years' worth of Part B contributions, using the employee's age and compensation at the time of separation for calculation purposes. This amount will be deposited into the employee's Account at the time of separation.

RHS accounts are deemed forfeited if the Participant dies with no IRS eligible Survivors to assume the account balance. An eligible Survivor is defined as (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27 as defined by /RC Section 152(f)(1), or (c) any other individual who is a person described in /RC Section 152(a). Upon the death of the Participant's survivors, remaining RHS assets are returned to the employer's RHS trust after 12 months from the notification of death. Survivors may not designate a beneficiary under the RHS plan.

3. Account Contributions

Account contributions are categorized as Part A, Part B and Part C.

**Part A** contributions are a mandatory, automatic 1% employee contribution deducted each pay period and deposited into the Account through payroll. Deductions begin the pay period in which the employee becomes eligible and are reported to CalPERS as pensionable.

**Part B** contributions require a five year vesting period which begins when the employee becomes eligible for the RHS benefit. At the conclusion of the vesting period, the City will credit the first five years' worth of Part B contributions into the Account (interest does not accrue during that period and the contributions are calculated at $2.50 per month for each year of the employee's full-time service plus age) and begin to contribute $2.50 per month for each year of the employee's full-time service plus age (e.g. 30 years old and five years of service would be a factor of 35. $2.50 x 35 = $87.50 per month). This factor is updated annually in the pay period including January 1. Part B contributions are not reported to CalPERS as pensionable.

The parties agree that the City's Part B contributions during active employment constitute the minimum CalPERS participating employer's contribution (i.e., the CalPERS statutory minimum amount) towards medical insurance after retirement. The parties also agree that, for retirees selecting a CalPERS medical plan, or any other plan with a similar employer contribution requirement, the required employer contribution will be deducted from the employer's contribution to the retiree's account.

**Part C** contributions are determined by Association election and deposited into the Account when flex leave hours are converted to taxable cash through leave cash-out or at the time of separation or status change. Spillover pay does not qualify for Part C contributions. Part C contributions are not reported to CalPERS as pensionable.

The Association determines the level of contribution for all unit members, subject to the following constraints. All employees within the Association must participate at the same level. The participation level shall be specified as a percentage of the flex leave balance available in each employee's leave bank at the time of separation from the City, or status change, or as a percentage of the flex leave balance being cashed out.

For example, if the Association wishes to elect 30% Part C contributions, then

each member leaving the City, or cashing out eligible leave at any other time, would have the cash equivalent of 30% of the amount that is cashed out deposited to their RHS Account on a pre-tax basis. The remaining 70% would be paid in cash as taxable income. Individual employees do not have the option to deviate from this breakout.

The Association may change the Part C contribution amount as part of a meet and confer process. The purpose and focus of these changes should be toward long-term, trend type adjustments. Due to IRS restrictions regarding "constructive receipt," the City will impose restrictions against frequent spikes or drops that appear to be tailored toward satisfying the desires of a group of imminent retirees.

The Association has decided to participate in Part C contributions at the level of zero percent (0%) flex leave.

Nothing in this section restricts taking leave for time off purposes.

4. Benefit

   (a) Category 1: Employees in this category make Part A and receive Part B contributions (subject to vesting) automatically each pay period through payroll deductions. Part C contributions are received through cash outs. No contributions are made to Category 1 participants after separation.

   (b) Category 2: Employees in this category make Part A and receive Part B contributions (subject to vesting) automatically each pay period through payroll deductions. Part C contributions are received through cash outs. No contributions are made to Category 2 participants after separation.

If a Category 2 participant retires from the City with a minimum of 5 consecutive years of full-time service, the City will contribute to the participant's Account a one- time contribution equal to $100 per month for every month the participant contributed to the previous "defined benefit" plan up to a maximum of 15 years (180 months). This contribution is deposited into the Account at the time of retirement, and only if the employee retires from the City and becomes a CalPERS annuitant of the City of Newport Beach. No interest will be earned in the interim.

For Category 2 participants with less than five years of continuous contributions into the prior defined benefit plan as of January 1, 2006, only the years of service after January 1, 2006 count towards Part B contributions upon vesting. Contributions in years before 2006 will be paid out as stated in the above

paragraph.

(c) Category 3: Employees in this category make Part A contributions automatically each pay period through payroll deductions. Category 3 participants do not receive any Part B contributions. Part C contributions are received through cash outs.

If an eligible Category 3 participant retires from the City of Newport Beach, the City will deposit $400 per month into the Account upon retirement, up to a maximum of $4,800 per year, less the CalPERS minimum required employer contribution as determined by CalPERS annually, which shall continue as long as the employee or surviving spouse/qualified dependent is still living. To offset this expense to the City, active Category 3 participants will contribute an additional $100 per month to the plan until retirement. There is no cash out option for these funds and they cannot be spent in advance of receipt.

Category 3 participants also receive an additional one-time City contribution of $75 per month for every month they contributed to the previous plan prior to January 1, 2006, up to a maximum of 15 years (180 months). This contribution is deposited into the Account at the time of retirement, and only if the employee retires from the City. No interest will be earned in the interim. Contributions are contingent upon remaining a CalPERS annuitant of the City.

5. Administration

Vendors have been selected by the City to administer the program. The contract expense for program-wide administration by the vendor will be paid by the City. However, specific vendor charges for individual account transactions that vary according to the investment actions taken by each employee, such as fees or commissions for trades, will be paid by each employee.

The City's Deferred Compensation Committee, or its successor committee has the authority to determine investment options that will be available through the plan.

G. Tuition Reimbursement

*Subject to the limitations below,* NBPTEA members attending accredited community colleges, colleges, trade schools or universities, or recognized professional organizations or agencies may apply for reimbursement of one hundred percent (100%) of the actual cost of tuition, books, fees or other student expenses for approved job-related coursework, seminars or professional development programs. *Travel expenses are not eligible for reimbursement.* The maximum annual benefit is $2,000 per fiscal year. Reimbursement is contingent upon the successful completion

of the course. Successful completion means a grade of "C" or better for undergraduate courses and a grade of "B" or better for graduate courses. All claims for tuition reimbursement require the approval of the Human Resources Director or designee.

H. Deferred Compensation

All members: Each unit member shall have the right to enroll in the deferred compensation program set up by the City and subject to the rules of IRS Code section 457. Unit members who enroll in the City deferred compensation program are eligible for City contributions to their City deferred compensation account as follows:

Matching City Contributions: Effective the first day of the pay period which includes January 1, 2023, the City shall match a unit member's deferred compensation contribution up to a maximum of thirty dollars ($30) per month. The City is only obligated to make the contribution if the unit member has enrolled in the deferred compensation program. There is no retroactivity.

Additional matching City contributions to Deferred Compensation Based on Years of Service: In addition to the City contribution provided above, the City shall match contributions to eligible unit members' deferred compensation accounts as follows:

| Years of Service | January 1, 2023 | January 1, 2024 | January 1, 2025 |
|---|---|---|---|
| 15-19 | $20 | $25 | $30 |
| 20-25 | $25 | $30 | $35 |
| 25+ | $30 | $35 | $40 |

Under federal law, there is an annual maximum contribution which may be made to an employee's IRS Code section 457 account. Although the City will be making contributions to the members' accounts each pay period as described above, it is the members' responsibility to track their total contribution amount. If a member's account contributions reach the annual IRS Code section 457 maximum, the City will stop making contributions for the remainder of the calendar year and shall not owe the member any additional compensation under this section.

**SECTION 5. - Miscellaneous**

A. Reductions in Force/Layoffs

The provisions of this section shall apply when the City Manager determines that a reduction in the work force is warranted because of actual or anticipated reductions in revenue, reorganization of the work force, a reduction in municipal services, a reduction in the demand for service or other reasons unrelated to the performance of duties by any specific employee. Reductions in force are to be accomplished, to the extent feasible, on the basis of seniority within a particular Classification or Series and this Section should be interpreted accordingly.
DEFINITIONS

1. "Bumping Rights", "Bumping" or "Bump" shall mean (1) the right of an employee, based upon seniority within a series to bump into a lower ranking classification within the same series, (2) to be followed by an employee being permitted to bump into a classification within a different series. The latter bumping shall be based upon unit wide seniority and shall be limited to a classification in which the employee previously held regular status.

No employee shall have the right to bump into a classification for which the employee does not possess the minimum qualifications such as specialized education, training or experience.

2. "Classification" shall mean one or more full time positions identical or similar in duties not including part-time, seasonal or temporary positions. Classification within a Series shall be ranked according to pay (lowest ranking, lowest pay).

3. "Layoffs" or "Laid Off' shall mean the non-disciplinary termination of employment.

4. "Seniority" shall mean the time an employee has worked in a Classification or Series calculated from the date on which the employee was first granted regular status in the current Classification or any Classification within the Series, subject to the following:

a. Credit shall be given only for continuous service subsequent to the most recent appointment to regular status in the Classification or Series; and

b. Seniority shall include time spent on a// City state and/or federally protected and authorized leaves but shall not include time spent on any unauthorized leave of absence.

5. "Series" shall mean two or more classifications within a Department which require the performance of similar duties with the higher-ranking

classification(s) characterized by the need for less supervision by superiors, more difficult assignments, more supervisory responsibilities for subordinates. The City Manager shall determine those classifications following a meet and consult process which constitute a Series.

PROCEDURE

In the event the City Manager determines to reduce the number of employees within a classification, the following procedures are applicable:

1. Probationary employees within any Classification shall be laid off before regular employees.

2. Employees within a Classification shall be laid off in inverse order of Seniority.

3. An employee subject to Layoff in one Classification shall have the right to Bump a less senior employee in a lower ranking Classification within a Series. An employee who has Bumping rights shall notify the Department Director within three (3) working days after notice of Layoff of their intention to exercise Bumping Rights.

4. In the event two or more employees in the same Classification are subject to Layoff and have the same Seniority, the employees shall be laid off following the Department Director's consideration of finalized performance evaluations.

NOTICE

Employees subject to Lay-off shall be given at least thirty (30) days advance notice of the Layoff or thirty (30) days' pay in lieu of notice. In addition, employees laid off will be paid for all accumulated paid leave and holiday leave (if any).

REEMPLOYMENT

Employees who are laid off shall be placed on a Department re-employment list in reverse order of Layoff. The re-employment list shall expire in eighteen (18) months. In the event a vacant position occurs in the Classification which the employee occupied at the time of Layoff, or a lower ranking Classification within a Series, the employee at the top of the Department re-employment list shall have the right within seven (7) days of written notice of appointment. Notice shall be deemed given when personally delivered to the employee or deposited in the U.S. Mail, first class postage prepaid, and addressed to the employee at their last known address. Any employee shall have the right to refuse to be placed on the re-employment list or the right to remove their name from the re-employment list by sending written

confirmation to the Human Resources Director.

SEVERANCE

If an employee is Laid Off from their job with the City for economic reasons, the City will grant severance pay in an amount equal to one week of pay for every full year of continuous employment service to the City up to ten (10) weeks of pay.

B. Recruitment and Selection

Position vacancy announcements for available City positions shall be distributed in a manner that reasonably assures unit members access to the announcements. In order to select the most qualified individual for vacant positions the City will continue its practice of "banding" candidates into one of the following ratings: Outstanding, Highly Recommended, Recommended, and Not Recommended, during the testing process. Department Directors review qualified candidates in band order, beginning with the top band and are permitted to hire any eligible candidate from the list (minimum rating of Recommended).

Where no less than 2 unit members achieve top three ranking on a certified eligible list, selection to the position shall be made with preference given to the unit members so qualified.

*C. Alternate Work Schedule*

*Unit members may work an alternative work schedule (e.g., 9/80, 4/10) subject to supervisor approval.*

Employees assigned to the 9/80 work schedule will have alternating Fridays off with the City determining which employees will work on each alternating Friday to ensure effective coverage of the work. Supervisors may approve a different alternating day off based on extenuating business circumstances.

The City agrees to maintain flex-scheduling where it is currently operating successfully in this unit.

D. Labor Management Committee

The City will work with NBPTEA leadership, through its managers, to establish labor-management committees departmentally whenever it is mutually determined it is appropriate to do so.

E. Grievance Procedure

Any employee or group of employees may file a grievance regarding the interpretation or application of the "Employer-Employee Relations Resolution" (RESOLUTION 2001-50), this MOU, or of rules and regulations, adversely affecting an employee's wages, hours, or conditions of employment. Except as otherwise provided by law, the Grievance Procedure is the sole and exclusive method by which an employee or the Association may challenge *the interpretation and/or application of* a provision of the MOU.

A grievance shall be filed according to the following procedure:

Step 1: A grievance may be filed by any employee on their own behalf, or jointly by a group of employees, or by the Association.

A grievance shall be brought to the attention of the immediate supervisor for discussion within ten (10) days after an employee or Association Board member knew, or in the exercise of reasonable diligence should have known, the act or events upon which the grievance is based. If the Employee or the Association (if filed by the Association is not satisfied with the decision reached through the informal discussion or if extenuating circumstances exist, the Employee or Association shall have the right to file a formal grievance in accordance with Step 2 of this section. Grievances not presented within the time period shall be considered resolved.

The supervisor shall meet with the grievant to settle grievance and give a written answer to the grievant within seven (7) calendar days from receipt of the grievance by the supervisor. When the immediate supervisor is also the department head the grievance shall be presented in Step 2.

Step 2: If the employee or the Association (if filed by the Association) is not in agreement with the decision rendered in Step 1, the grievant shall have the right to present a formal grievance to the Department Director within ten (10) Days after the discussion in Step 1. The right to file a grievance petition shall be waived in the event the Employee or Association fails to file a formal grievance within ten (10) Days after the occurrence of the incident that forms the basis of the grievance. All formal grievances shall be submitted on the form prescribed by the Human Resources Director and no formal grievance shall be accepted until the form is complete. The formal grievance shall contain a clear, concise statement of the grievance, the facts upon which the grievance is based, the rule, regulation or policy the interpretation of which is involved in the grievance, and the specific remedy or remedies sought by the grievant. The Department Director should render a written decision within ten (10) Days after receipt of the formal grievance.

Step 3: If the formal grievance has not been satisfactorily adjusted in Step 2, it may be appealed to the City Manager within ten (10) Days after the Employee receives the decision. The City Manager may accept or reject the decision of the Department Director and shall render a written decision within ten (10) Days after conducting a grievance hearing. The decision of the City Manager shall be final and conclusive. If mutually agreeable, a meeting may be conducted involving all affected parties at any step in the grievance procedure prior to a decision. The City Manager may delegate uninvolved Department Directors to act on behalf of the City Manager to provide findings and recommendations. The findings and recommendations of the uninvolved Department Directors are advisory only and the City Manager's decision shall be final.

Time Limits: Grievances shall be processed from one step to the next within the time limit indicated for each step. Time limits shall be strictly enforced. Any time limits can be waived or extended only by mutual agreement confirmed in writing. Any grievance not carried to the next step by the Employee or Association within the prescribed time limit shall be deemed resolved upon the basis of the previous decision.

F. Probation

1. Probationary Period

Newly hired employees shall serve a twelve (12) month probationary period. The probationary period for promoted employees shall be six (6) months.

Newly hired employees shall become eligible for their first step increase after twelve (12) months. All other City rules regarding step increases shall remain unchanged.

2. Failure of Probation

(a) New Probation

An employee on new probation may be released at the sole discretion of the City at any time without right of appeal or hearing.

(b) Promotional Probation

An employee on promotional probation may be failed at any time without right of appeal or hearing and except that failing an employee on promotional probation must not be arbitrary, capricious or unreasonable.

An employee who fails promotional probation shall receive a performance evaluation

stating the reason for failure of promotional probation.

When an employee fails their promotional probation, the employee shall have the right to return to their former class provided the employee was not in the previous class for the purpose of training for a promotion to a higher class. When an employee is returned to their former class, the employee shall serve the remainder of any uncompleted probationary period in the former class.

If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in their former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

G. Salary on Reclassification

An employee who is reclassified will be provided with a salary increase to the nearest step closest to five (5%) percent (not to exceed the maximum of the new salary range).

H. Direct Deposit

All employees shall participate in the payroll direct deposit system.

I. Uniforms

For assigned Community Development, Public Works Department and *Harbor Department* staff whose regular daily duties involve field work outside of the office, uniforms shall be worn at all times during regular business hours. *Field staff shall be provided with City designated apparel as determined by the Department which may include but is not limited to hat(s), shirt(s), jacket(s), and appropriate footwear.* If the provided *jacket or footwear* are lost, the employee shall replace them with *items* meeting Department specifications. Work boots shall provide toe protection and meet Department safety standards for construction sites. The Department Head or designee may approve exceptions to wearing uniforms.

J. Telecommuting Program

The City agrees to a telecommuting program that will provide for 80 hours per calendar year of telecommuting hours to be used in accordance with City policy. *The* provisions of the policy shall not trigger any right of grievance or appeal.

*K. Classification and Compensation Studies*

*In accordance with the City of Newport Beach Employee Policy Manual (EPM), the City Manager shall reclassify and/or adjust salary schedules for Association positions upon a determination that said adjustment(s) are warranted as a result of a job audit or classification and compensation study. The Association may submit up to three job study requests per fiscal year to the Human Resources Director. If the position requested requires analysis of other positions in the series, each position studied counts towards the total of three job audits per fiscal year.*

*The Human Resources Director may terminate a study upon a determination that there is no substantial evidence of a material change in duties, or of the need to adjust the compensation. At the time of the request for a job audit, the Association will provide the bases for the job audit request, including but not limited to, all substantial evidence of a material change in duties, and/or the bases for asserting said position's compensation requires adjusting. The job audit should include a detailed analysis of the work performed by, or expected of, the employee(s) and a comparison of that work with the job specifications for the classification. The Human Resources Director shall submit a completed job audit, together with recommendations to the Department Director, the City Manager and the Association.*

In the event a position warrants adjustment in job duties and/or compensation, the salary range and effective date shall comply with section 9.2B of the City's EPM. This provision shall terminate upon the expiration of this MOU.

L. Separability

Should any part of this MOU or any provision herein contained be rendered or declared invalid, by reason of any existing or subsequently enacted Legislation, or by decree of a Court of competent jurisdiction, such invalidation of such part or portion of this MOU shall not invalidate the remaining portion hereto, and same shall remain in full force and effect.

*M. Overpayment*

*Employees will be notified by Payroll or Human Resources prior to the recovery of overpayments on paychecks. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Finance Department or Human Resources. Such recovery shall not exceed 15% per month of disposable earnings, as defined by State law, except a mutually agreed upon accelerated payment plan for faster recovery.*

*Recoupments under this section shall be limited to forty-eight (48) months. However,*

*nothing in this section is intended to preclude the City from seeking recoupment of overpayments due to fraud or other knowing concealment through any available legal forum.*

**Signatures are on the next page.**

For ProfTech

X

Monique Navarrete
President

X

Michael Trang
Vice President

For the City:

X

Barbara J. Salvini
Human Resources Director

Exhibit A

*Newport Beach Professional & Technical Employees Association*
MOU Term: June 28, 2025 - June 30, 2028

Effective June 28, 2025:
5% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Accountant | 30 | 1 | $ 39.19 | $ 7,064 | $ 84,767 |
| Accountant | 30 | 2 | $ 41.13 | $ 7,414 | $ 88,969 |
| Accountant | 30 | 3 | $ 43.19 | $ 7,786 | $ 93,429 |
| Accountant | 30 | 4 | $ 45.38 | $ 8,181 | $ 98,176 |
| Accountant | 30 | 5 | $ 47.61 | $ 8,582 | $ 102,981 |
| Accountant | 30 | 6 | $ 50.03 | $ 9,018 | $ 108,219 |
| Accountant | 30 | 7 | $ 52.45 | $ 9,455 | $ 113,455 |
| Accountant | 30 | 8 | $ 55.05 | $ 9,925 | $ 119,095 |
| Accountant | 30 | 9 | $ 57.81 | $ 10,421 | $ 125,049 |
| Accountant, Senior | 31 | 1 | $ 45.01 | $ 7,802 | $ 93,625 |
| Accountant, Senior | 31 | 2 | $ 47.30 | $ 8,199 | $ 98,384 |
| Accountant, Senior | 31 | 3 | $ 49.63 | $ 8,602 | $ 103,226 |
| Accountant, Senior | 31 | 4 | $ 52.16 | $ 9,040 | $ 108,483 |
| Accountant, Senior | 31 | 5 | $ 54.75 | $ 9,490 | $ 113,877 |
| Accountant, Senior | 31 | 6 | $ 57.48 | $ 9,962 | $ 119,549 |
| Accountant, Senior | 31 | 7 | $ 60.32 | $ 10,456 | $ 125,470 |
| Accountant, Senior | 31 | 8 | $ 63.34 | $ 10,979 | $ 131,751 |
| Accountant, Senior | 31 | 9 | $ 66.51 | $ 11,528 | $ 138,338 |
| Building Inspector I | 33A | 1 | $ 38.65 | $ 6,700 | $ 80,400 |
| Building Inspector I | 33A | 2 | $ 40.57 | $ 7,032 | $ 84,385 |
| Building Inspector I | 33A | 3 | $ 42.60 | $ 7,385 | $ 88,618 |
| Building Inspector I | 33A | 4 | $ 44.77 | $ 7,761 | $ 93,128 |
| Building Inspector I | 33A | 5 | $ 46.97 | $ 8,141 | $ 97,692 |
| Building Inspector I | 33A | 6 | $ 49.32 | $ 8,549 | $ 102,590 |
| Building Inspector I | 33A | 7 | $ 51.78 | $ 8,976 | $ 107,708 |
| Building Inspector I | 33A | 8 | $ 54.39 | $ 9,428 | $ 113,131 |
| Building Inspector I | 33A | 9 | $ 57.11 | $ 9,899 | $ 118,787 |
| Building Inspector II | 36 | 1 | $ 41.53 | $ 7,198 | $ 86,377 |
| Building Inspector II | 36 | 2 | $ 43.63 | $ 7,562 | $ 90,748 |
| Building Inspector II | 36 | 3 | $ 45.81 | $ 7,940 | $ 95,285 |
| Building Inspector II | 36 | 4 | $ 48.11 | $ 8,339 | $ 100,072 |
| Building Inspector II | 36 | 5 | $ 50.51 | $ 8,754 | $ 105,052 |
| Building Inspector II | 36 | 6 | $ 53.02 | $ 9,190 | $ 110,281 |
| Building Inspector II | 36 | 7 | $ 55.67 | $ 9,649 | $ 115,787 |
| Building Inspector II | 36 | 8 | $ 58.46 | $ 10,133 | $ 121,597 |
| Building Inspector II | 36 | 9 | $ 61.38 | $ 10,640 | $ 127,676 |
| Building Inspector, Principal | 99 | 1 | $ 49.23 | $ 8,533 | $ 102,396 |
| Building Inspector, Principal | 99 | 2 | $ 51.68 | $ 8,957 | $ 107,487 |
| Building Inspector, Principal | 99 | 3 | $ 54.26 | $ 9,404 | $ 112,854 |
| Building Inspector, Principal | 99 | 4 | $ 56.94 | $ 9,870 | $ 118,443 |

Exhibit A

*Newport Beach Professional & Technical Employees Association*
MOU Term: June 28, 2025 - June 30, 2028

Effective June 28, 2025:
5% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Building Inspector, Principal | 99 | 5 | $ 59.80 | $ 10,366 | $ 124,391 |
| Building Inspector, Principal | 99 | 6 | $ 62.81 | $ 10,887 | $ 130,644 |
| Building Inspector, Principal | 99 | 7 | $ 65.94 | $ 11,429 | $ 137,145 |
| Building Inspector, Principal | 99 | 8 | $ 69.26 | $ 12,005 | $ 144,062 |
| Building Inspector, Principal | 99 | 9 | $ 72.72 | $ 12,605 | $ 151,266 |
| Building Inspector, Senior | 44A | 1 | $ 44.65 | $ 7,740 | $ 92,878 |
| Building Inspector, Senior | 44A | 2 | $ 46.87 | $ 8,125 | $ 97,499 |
| Building Inspector, Senior | 44A | 3 | $ 49.26 | $ 8,538 | $ 102,451 |
| Building Inspector, Senior | 44A | 4 | $ 51.69 | $ 8,960 | $ 107,514 |
| Building Inspector, Senior | 44A | 5 | $ 54.30 | $ 9,411 | $ 112,936 |
| Building Inspector, Senior | 44A | 6 | $ 56.94 | $ 9,870 | $ 118,443 |
| Building Inspector, Senior | 44A | 7 | $ 59.87 | $ 10,377 | $ 124,530 |
| Building Inspector, Senior | 44A | 8 | $ 62.85 | $ 10,894 | $ 130,726 |
| Building Inspector, Senior | 44A | 9 | $ 65.99 | $ 11,439 | $ 137,263 |
| Civil Engineer | 95 | 1 | $ 54.39 | $ 9,428 | $ 113,131 |
| Civil Engineer | 95 | 2 | $ 57.17 | $ 9,909 | $ 118,913 |
| Civil Engineer | 95 | 3 | $ 59.99 | $ 10,398 | $ 124,778 |
| Civil Engineer | 95 | 4 | $ 62.98 | $ 10,917 | $ 131,004 |
| Civil Engineer | 95 | 5 | $ 66.16 | $ 11,468 | $ 137,616 |
| Civil Engineer | 95 | 6 | $ 69.47 | $ 12,042 | $ 144,505 |
| Civil Engineer | 95 | 7 | $ 72.92 | $ 12,639 | $ 151,670 |
| Civil Engineer | 95 | 8 | $ 76.58 | $ 13,273 | $ 159,279 |
| Civil Engineer | 95 | 9 | $ 80.41 | $ 13,937 | $ 167,243 |
| Civil Engineer - Plan Check | 94 | 1 | $ 54.39 | $ 9,428 | $ 113,131 |
| Civil Engineer - Plan Check | 94 | 2 | $ 57.17 | $ 9,909 | $ 118,913 |
| Civil Engineer - Plan Check | 94 | 3 | $ 59.99 | $ 10,398 | $ 124,778 |
| Civil Engineer - Plan Check | 94 | 4 | $ 62.98 | $ 10,917 | $ 131,004 |
| Civil Engineer - Plan Check | 94 | 5 | $ 66.16 | $ 11,468 | $ 137,616 |
| Civil Engineer - Plan Check | 94 | 6 | $ 69.47 | $ 12,042 | $ 144,505 |
| Civil Engineer - Plan Check | 94 | 7 | $ 72.92 | $ 12,639 | $ 151,670 |
| Civil Engineer - Plan Check | 94 | 8 | $ 76.58 | $ 13,273 | $ 159,279 |
| Civil Engineer - Plan Check | 94 | 9 | $ 80.41 | $ 13,937 | $ 167,243 |
| Civil Engineer, Associate | 90 | 1 | $ 51.86 | $ 8,989 | $ 107,873 |
| Civil Engineer, Associate | 90 | 2 | $ 54.44 | $ 9,437 | $ 113,241 |
| Civil Engineer, Associate | 90 | 3 | $ 57.20 | $ 9,914 | $ 118,968 |
| Civil Engineer, Associate | 90 | 4 | $ 60.02 | $ 10,403 | $ 124,834 |
| Civil Engineer, Associate | 90 | 5 | $ 63.02 | $ 10,924 | $ 131,086 |
| Civil Engineer, Associate | 90 | 6 | $ 66.17 | $ 11,470 | $ 137,643 |
| Civil Engineer, Associate | 90 | 7 | $ 69.50 | $ 12,047 | $ 144,560 |
| Civil Engineer, Associate | 90 | 8 | $ 72.93 | $ 12,642 | $ 151,699 |

Exhibit A

*Newport Beach Professional & Technical Employees Association*
MOU Term: June 28, 2025 - June 30, 2028

Effective June 28, 2025:
5% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Civil Engineer, Associate | 90 | 9 | $ 76.58 | $ 13,274 | $ 159,283 |
| Civil Engineer, Associate - Plan Check | 91 | 1 | $ 51.86 | $ 8,989 | $ 107,873 |
| Civil Engineer, Associate - Plan Check | 91 | 2 | $ 54.44 | $ 9,437 | $ 113,241 |
| Civil Engineer, Associate - Plan Check | 91 | 3 | $ 57.20 | $ 9,914 | $ 118,968 |
| Civil Engineer, Associate - Plan Check | 91 | 4 | $ 60.02 | $ 10,403 | $ 124,834 |
| Civil Engineer, Associate - Plan Check | 91 | 5 | $ 63.02 | $ 10,924 | $ 131,086 |
| Civil Engineer, Associate - Plan Check | 91 | 6 | $ 66.17 | $ 11,470 | $ 137,643 |
| Civil Engineer, Associate - Plan Check | 91 | 7 | $ 69.50 | $ 12,047 | $ 144,560 |
| Civil Engineer, Associate - Plan Check | 91 | 8 | $ 72.93 | $ 12,642 | $ 151,699 |
| Civil Engineer, Associate - Plan Check | 91 | 9 | $ 76.58 | $ 13,274 | $ 159,283 |
| Civil Engineer, Senior | 98 | 1 | $ 59.92 | $ 10,387 | $ 124,640 |
| Civil Engineer, Senior | 98 | 2 | $ 62.89 | $ 10,901 | $ 130,810 |
| Civil Engineer, Senior | 98 | 3 | $ 66.04 | $ 11,447 | $ 137,367 |
| Civil Engineer, Senior | 98 | 4 | $ 69.34 | $ 12,019 | $ 144,229 |
| Civil Engineer, Senior | 98 | 5 | $ 72.83 | $ 12,623 | $ 151,477 |
| Civil Engineer, Senior | 98 | 6 | $ 76.46 | $ 13,253 | $ 159,030 |
| Civil Engineer, Senior | 98 | 7 | $ 80.27 | $ 13,914 | $ 166,971 |
| Civil Engineer, Senior | 98 | 8 | $ 84.29 | $ 14,611 | $ 175,327 |
| Civil Engineer, Senior | 98 | 9 | $ 88.51 | $ 15,341 | $ 184,093 |
| Civil Engineer, Senior - Plan Check | 97 | 1 | $ 59.92 | $ 10,387 | $ 124,640 |
| Civil Engineer, Senior - Plan Check | 97 | 2 | $ 62.89 | $ 10,901 | $ 130,810 |
| Civil Engineer, Senior - Plan Check | 97 | 3 | $ 66.04 | $ 11,447 | $ 137,367 |
| Civil Engineer, Senior - Plan Check | 97 | 4 | $ 69.34 | $ 12,019 | $ 144,229 |
| Civil Engineer, Senior - Plan Check | 97 | 5 | $ 72.83 | $ 12,623 | $ 151,477 |
| Civil Engineer, Senior - Plan Check | 97 | 6 | $ 76.46 | $ 13,253 | $ 159,030 |
| Civil Engineer, Senior - Plan Check | 97 | 7 | $ 80.27 | $ 13,914 | $ 166,971 |
| Civil Engineer, Senior - Plan Check | 97 | 8 | $ 84.29 | $ 14,611 | $ 175,327 |
| Civil Engineer, Senior - Plan Check | 97 | 9 | $ 88.51 | $ 15,341 | $ 184,093 |
| Code Enforcement Officer I | 23 | 1 | $ 32.79 | $ 5,683 | $ 68,199 |
| Code Enforcement Officer I | 23 | 2 | $ 34.42 | $ 5,967 | $ 71,602 |
| Code Enforcement Officer I | 23 | 3 | $ 36.15 | $ 6,267 | $ 75,200 |
| Code Enforcement Officer I | 23 | 4 | $ 37.98 | $ 6,582 | $ 78,990 |
| Code Enforcement Officer I | 23 | 5 | $ 39.86 | $ 6,910 | $ 82,918 |
| Code Enforcement Officer I | 23 | 6 | $ 41.87 | $ 7,258 | $ 87,095 |
| Code Enforcement Officer I | 23 | 7 | $ 43.95 | $ 7,618 | $ 91,412 |
| Code Enforcement Officer I | 23 | 8 | $ 46.14 | $ 7,998 | $ 95,977 |
| Code Enforcement Officer I | 23 | 9 | $ 48.45 | $ 8,398 | $ 100,775 |
| Code Enforcement Officer II | 35A | 1 | $ 37.72 | $ 6,539 | $ 78,464 |
| Code Enforcement Officer II | 35A | 2 | $ 39.61 | $ 6,866 | $ 82,392 |
| Code Enforcement Officer II | 35A | 3 | $ 41.59 | $ 7,210 | $ 86,516 |

Exhibit A

*Newport Beach Professional & Technical Employees Association*
MOU Term: June 28, 2025 - June 30, 2028

Effective June 28, 2025:
5% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Code Enforcement Officer II | 35A | 4 | $ 43.70 | $ 7,574 | $ 90,886 |
| Code Enforcement Officer II | 35A | 5 | $ 45.82 | $ 7,943 | $ 95,313 |
| Code Enforcement Officer II | 35A | 6 | $ 48.19 | $ 8,353 | $ 100,238 |
| Code Enforcement Officer II | 35A | 7 | $ 50.52 | $ 8,757 | $ 105,079 |
| Code Enforcement Officer II | 35A | 8 | $ 53.13 | $ 9,209 | $ 110,502 |
| Code Enforcement Officer II | 35A | 9 | $ 55.78 | $ 9,669 | $ 116,027 |
| Code Enforcement Officer Trainee | 29 | 1 | $ 27.33 | $ 4,738 | $ 56,856 |
| Code Enforcement Officer Trainee | 29 | 2 | $ 28.69 | $ 4,973 | $ 59,678 |
| Code Enforcement Officer Trainee | 29 | 3 | $ 30.13 | $ 5,222 | $ 62,666 |
| Code Enforcement Officer Trainee | 29 | 4 | $ 31.63 | $ 5,483 | $ 65,792 |
| Code Enforcement Officer Trainee | 29 | 5 | $ 33.21 | $ 5,757 | $ 69,085 |
| Code Enforcement Officer Trainee | 29 | 6 | $ 34.88 | $ 6,045 | $ 72,543 |
| Code Enforcement Officer Trainee | 29 | 7 | $ 36.62 | $ 6,347 | $ 76,168 |
| Code Enforcement Officer Trainee | 29 | 8 | $ 38.45 | $ 6,665 | $ 79,986 |
| Code Enforcement Officer Trainee | 29 | 9 | $ 40.38 | $ 6,999 | $ 83,985 |
| Code Enforcement Officer, Senior | 47 | 1 | $ 42.46 | $ 7,359 | $ 88,313 |
| Code Enforcement Officer, Senior | 47 | 2 | $ 44.59 | $ 7,728 | $ 92,740 |
| Code Enforcement Officer, Senior | 47 | 3 | $ 46.79 | $ 8,111 | $ 97,333 |
| Code Enforcement Officer, Senior | 47 | 4 | $ 49.18 | $ 8,524 | $ 102,286 |
| Code Enforcement Officer, Senior | 47 | 5 | $ 51.60 | $ 8,943 | $ 107,320 |
| Code Enforcement Officer, Senior | 47 | 6 | $ 54.18 | $ 9,391 | $ 112,688 |
| Code Enforcement Officer, Senior | 47 | 7 | $ 56.89 | $ 9,861 | $ 118,332 |
| Code Enforcement Officer, Senior | 47 | 8 | $ 59.74 | $ 10,354 | $ 124,253 |
| Code Enforcement Officer, Senior | 47 | 9 | $ 62.72 | $ 10,872 | $ 130,465 |
| Code Enforcement Supervisor | 99A | 1 | $ 49.23 | $ 8,533 | $ 102,396 |
| Code Enforcement Supervisor | 99A | 2 | $ 51.68 | $ 8,957 | $ 107,487 |
| Code Enforcement Supervisor | 99A | 3 | $ 54.26 | $ 9,404 | $ 112,854 |
| Code Enforcement Supervisor | 99A | 4 | $ 56.94 | $ 9,870 | $ 118,443 |
| Code Enforcement Supervisor | 99A | 5 | $ 59.80 | $ 10,366 | $ 124,391 |
| Code Enforcement Supervisor | 99A | 6 | $ 62.81 | $ 10,887 | $ 130,644 |
| Code Enforcement Supervisor | 99A | 7 | $ 65.94 | $ 11,429 | $ 137,145 |
| Code Enforcement Supervisor | 99A | 8 | $ 69.26 | $ 12,005 | $ 144,062 |
| Code Enforcement Supervisor | 99A | 9 | $ 72.72 | $ 12,605 | $ 151,266 |
| Construction Inspection Supervisor | 90A | 1 | $ 49.23 | $ 8,533 | $ 102,396 |
| Construction Inspection Supervisor | 90A | 2 | $ 51.68 | $ 8,957 | $ 107,487 |
| Construction Inspection Supervisor | 90A | 3 | $ 54.26 | $ 9,404 | $ 112,854 |
| Construction Inspection Supervisor | 90A | 4 | $ 56.94 | $ 9,870 | $ 118,443 |
| Construction Inspection Supervisor | 90A | 5 | $ 59.80 | $ 10,366 | $ 124,391 |
| Construction Inspection Supervisor | 90A | 6 | $ 62.81 | $ 10,887 | $ 130,644 |
| Construction Inspection Supervisor | 90A | 7 | $ 65.94 | $ 11,429 | $ 137,145 |

Exhibit A

*Newport Beach Professional & Technical Employees Association*
MOU Term: June 28, 2025 - June 30, 2028

Effective June 28, 2025:
5% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Construction Inspection Supervisor | 90A | 8 | $ 69.26 | $ 12,005 | $ 144,062 |
| Construction Inspection Supervisor | 90A | 9 | $ 72.72 | $ 12,605 | $ 151,266 |
| Elect, Mech and Plumb Plans Examiner | 90B | 1 | $ 51.86 | $ 8,989 | $ 107,873 |
| Elect, Mech and Plumb Plans Examiner | 90B | 2 | $ 54.44 | $ 9,437 | $ 113,241 |
| Elect, Mech and Plumb Plans Examiner | 90B | 3 | $ 57.20 | $ 9,914 | $ 118,968 |
| Elect, Mech and Plumb Plans Examiner | 90B | 4 | $ 60.02 | $ 10,403 | $ 124,834 |
| Elect, Mech and Plumb Plans Examiner | 90B | 5 | $ 63.02 | $ 10,924 | $ 131,086 |
| Elect, Mech and Plumb Plans Examiner | 90B | 6 | $ 66.17 | $ 11,470 | $ 137,643 |
| Elect, Mech and Plumb Plans Examiner | 90B | 7 | $ 69.50 | $ 12,047 | $ 144,560 |
| Elect, Mech and Plumb Plans Examiner | 90B | 8 | $ 72.93 | $ 12,642 | $ 151,699 |
| Elect, Mech and Plumb Plans Examiner | 90B | 9 | $ 76.58 | $ 13,274 | $ 159,283 |
| Engineer, Associate | 85 | 1 | $ 49.36 | $ 8,556 | $ 102,673 |
| Engineer, Associate | 85 | 2 | $ 51.86 | $ 8,989 | $ 107,873 |
| Engineer, Associate | 85 | 3 | $ 54.44 | $ 9,437 | $ 113,241 |
| Engineer, Associate | 85 | 4 | $ 57.20 | $ 9,914 | $ 118,968 |
| Engineer, Associate | 85 | 5 | $ 60.02 | $ 10,403 | $ 124,834 |
| Engineer, Associate | 85 | 6 | $ 63.02 | $ 10,924 | $ 131,086 |
| Engineer, Associate | 85 | 7 | $ 66.17 | $ 11,470 | $ 137,643 |
| Engineer, Associate | 85 | 8 | $ 69.50 | $ 12,047 | $ 144,560 |
| Engineer, Associate | 85 | 9 | $ 72.98 | $ 12,649 | $ 151,789 |
| Engineer, Junior | 54 | 1 | $ 44.65 | $ 7,740 | $ 92,878 |
| Engineer, Junior | 54 | 2 | $ 46.86 | $ 8,123 | $ 97,471 |
| Engineer, Junior | 54 | 3 | $ 49.28 | $ 8,542 | $ 102,506 |
| Engineer, Junior | 54 | 4 | $ 51.68 | $ 8,957 | $ 107,487 |
| Engineer, Junior | 54 | 5 | $ 54.30 | $ 9,411 | $ 112,936 |
| Engineer, Junior | 54 | 6 | $ 56.96 | $ 9,873 | $ 118,470 |
| Engineer, Junior | 54 | 7 | $ 59.87 | $ 10,377 | $ 124,530 |
| Engineer, Junior | 54 | 8 | $ 62.88 | $ 10,899 | $ 130,782 |
| Engineer, Junior | 54 | 9 | $ 66.02 | $ 11,443 | $ 137,321 |
| Engineering Technician | 15 | 1 | $ 34.20 | $ 5,928 | $ 71,132 |
| Engineering Technician | 15 | 2 | $ 35.90 | $ 6,223 | $ 74,673 |
| Engineering Technician | 15 | 3 | $ 37.74 | $ 6,541 | $ 78,491 |
| Engineering Technician | 15 | 4 | $ 39.61 | $ 6,866 | $ 82,392 |
| Engineering Technician | 15 | 5 | $ 41.61 | $ 7,212 | $ 86,542 |
| Engineering Technician | 15 | 6 | $ 43.68 | $ 7,572 | $ 90,858 |
| Engineering Technician | 15 | 7 | $ 45.82 | $ 7,943 | $ 95,313 |
| Engineering Technician | 15 | 8 | $ 48.19 | $ 8,353 | $ 100,238 |
| Engineering Technician | 15 | 9 | $ 50.60 | $ 8,771 | $ 105,250 |
| Engineering Technician, Senior | 35D | 1 | $ 37.72 | $ 6,539 | $ 78,464 |
| Engineering Technician, Senior | 35D | 2 | $ 39.61 | $ 6,866 | $ 82,392 |

Exhibit A

*Newport Beach Professional & Technical Employees Association*
MOU Term: June 28, 2025 - June 30, 2028

Effective June 28, 2025:
5% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Engineering Technician, Senior | 35D | 3 | $ 41.59 | $ 7,210 | $ 86,516 |
| Engineering Technician, Senior | 35D | 4 | $ 43.70 | $ 7,574 | $ 90,886 |
| Engineering Technician, Senior | 35D | 5 | $ 45.82 | $ 7,943 | $ 95,313 |
| Engineering Technician, Senior | 35D | 6 | $ 48.19 | $ 8,353 | $ 100,238 |
| Engineering Technician, Senior | 35D | 7 | $ 50.52 | $ 8,757 | $ 105,079 |
| Engineering Technician, Senior | 35D | 8 | $ 53.13 | $ 9,209 | $ 110,502 |
| Engineering Technician, Senior | 35D | 9 | $ 55.78 | $ 9,669 | $ 116,027 |
| *GIS Coordinator* | *42* | *1* | *$ 51.65* | *$ 8,952* | *$ 107,428* |
| *GIS Coordinator* | *42* | *2* | *$ 54.20* | *$ 9,395* | *$ 112,745* |
| *GIS Coordinator* | *42* | *3* | *$ 56.89* | *$ 9,860* | *$ 118,322* |
| *GIS Coordinator* | *42* | *4* | *$ 59.73* | *$ 10,354* | *$ 124,248* |
| *GIS Coordinator* | *42* | *5* | *$ 62.74* | *$ 10,875* | *$ 130,495* |
| *GIS Coordinator* | *42* | *6* | *$ 65.91* | *$ 11,424* | *$ 137,089* |
| *GIS Coordinator* | *42* | *7* | *$ 69.18* | *$ 11,991* | *$ 143,886* |
| *GIS Coordinator* | *42* | *8* | *$ 72.64* | *$ 12,591* | *$ 151,091* |
| *GIS Coordinator* | *42* | *9* | *$ 76.27* | *$ 13,221* | *$ 158,646* |
| *Harbor Safety Officer* | *10* | *1* | *$ 25.40* | *$ 4,403* | *$ 52,834* |
| *Harbor Safety Officer* | *10* | *2* | *$ 26.67* | *$ 4,623* | *$ 55,475* |
| *Harbor Safety Officer* | *10* | *3* | *$ 28.00* | *$ 4,854* | *$ 58,249* |
| *Harbor Safety Officer* | *10* | *4* | *$ 29.40* | *$ 5,097* | *$ 61,162* |
| *Harbor Safety Officer* | *10* | *5* | *$ 30.87* | *$ 5,352* | *$ 64,219* |
| *Harbor Safety Officer* | *10* | *6* | *$ 32.42* | *$ 5,619* | *$ 67,431* |
| *Harbor Safety Officer* | *10* | *7* | *$ 34.04* | *$ 5,900* | *$ 70,802* |
| *Harbor Safety Officer* | *10* | *8* | *$ 35.74* | *$ 6,195* | *$ 74,342* |
| *Harbor Safety Officer* | *10* | *9* | *$ 37.53* | *$ 6,505* | *$ 78,060* |
| *Harbor Safety Officer, Lead* | *11* | *1* | *$ 27.58* | *$ 4,780* | *$ 57,362* |
| *Harbor Safety Officer, Lead* | *11* | *2* | *$ 28.96* | *$ 5,019* | *$ 60,230* |
| *Harbor Safety Officer, Lead* | *11* | *3* | *$ 30.40* | *$ 5,270* | *$ 63,241* |
| *Harbor Safety Officer, Lead* | *11* | *4* | *$ 31.92* | *$ 5,534* | *$ 66,403* |
| *Harbor Safety Officer, Lead* | *11* | *5* | *$ 33.52* | *$ 5,810* | *$ 69,724* |
| *Harbor Safety Officer, Lead* | *11* | *6* | *$ 35.20* | *$ 6,101* | *$ 73,210* |
| *Harbor Safety Officer, Lead* | *11* | *7* | *$ 36.96* | *$ 6,406* | *$ 76,871* |
| *Harbor Safety Officer, Lead* | *11* | *8* | *$ 38.80* | *$ 6,726* | *$ 80,714* |
| *Harbor Safety Officer, Lead* | *11* | *9* | *$ 40.74* | *$ 7,062* | *$ 84,749* |
| IT Analyst | 61 | 1 | $ 44.29 | $ 7,678 | $ 92,132 |
| IT Analyst | 61 | 2 | $ 46.52 | $ 8,063 | $ 96,752 |
| IT Analyst | 61 | 3 | $ 48.82 | $ 8,462 | $ 101,538 |
| IT Analyst | 61 | 4 | $ 51.25 | $ 8,883 | $ 106,601 |
| IT Analyst | 61 | 5 | $ 53.83 | $ 9,331 | $ 111,969 |
| IT Analyst | 61 | 6 | $ 56.52 | $ 9,796 | $ 117,558 |

Exhibit A

*Newport Beach Professional & Technical Employees Association*
MOU Term: June 28, 2025 - June 30, 2028

Effective June 28, 2025:
5% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| IT Analyst | 61 | 7 | $ 59.35 | $ 10,288 | $ 123,450 |
| IT Analyst | 61 | 8 | $ 62.30 | $ 10,799 | $ 129,593 |
| IT Analyst | 61 | 9 | $ 65.42 | $ 11,339 | $ 136,072 |
| IT Analyst, Senior | 41 | 1 | $ 49.19 | $ 8,526 | $ 102,313 |
| IT Analyst, Senior | 41 | 2 | $ 51.62 | $ 8,948 | $ 107,376 |
| IT Analyst, Senior | 41 | 3 | $ 54.18 | $ 9,391 | $ 112,688 |
| IT Analyst, Senior | 41 | 4 | $ 56.89 | $ 9,861 | $ 118,332 |
| IT Analyst, Senior | 41 | 5 | $ 59.75 | $ 10,357 | $ 124,281 |
| IT Analyst, Senior | 41 | 6 | $ 62.77 | $ 10,880 | $ 130,561 |
| IT Analyst, Senior | 41 | 7 | $ 65.88 | $ 11,420 | $ 137,035 |
| IT Analyst, Senior | 41 | 8 | $ 69.18 | $ 11,991 | $ 143,896 |
| IT Analyst, Senior | 41 | 9 | $ 72.64 | $ 12,591 | $ 151,092 |
| IT Specialist III | 45 | 1 | $ 41.09 | $ 7,122 | $ 85,464 |
| IT Specialist III | 45 | 2 | $ 43.14 | $ 7,477 | $ 89,724 |
| IT Specialist III | 45 | 3 | $ 45.29 | $ 7,850 | $ 94,206 |
| IT Specialist III | 45 | 4 | $ 47.55 | $ 8,243 | $ 98,910 |
| IT Specialist III | 45 | 5 | $ 49.96 | $ 8,660 | $ 103,917 |
| IT Specialist III | 45 | 6 | $ 52.41 | $ 9,084 | $ 109,008 |
| IT Specialist III | 45 | 7 | $ 55.03 | $ 9,538 | $ 114,459 |
| IT Specialist III | 45 | 8 | $ 57.81 | $ 10,020 | $ 120,241 |
| IT Specialist III | 45 | 9 | $ 60.70 | $ 10,521 | $ 126,253 |
| IT Technician | 28 | 1 | $ 29.37 | $ 5,090 | $ 61,086 |
| IT Technician | 28 | 2 | $ 30.83 | $ 5,343 | $ 64,118 |
| IT Technician | 28 | 3 | $ 32.37 | $ 5,611 | $ 67,328 |
| IT Technician | 28 | 4 | $ 33.98 | $ 5,891 | $ 70,687 |
| IT Technician | 28 | 5 | $ 35.69 | $ 6,185 | $ 74,225 |
| IT Technician | 28 | 6 | $ 37.47 | $ 6,495 | $ 77,940 |
| IT Technician | 28 | 7 | $ 39.34 | $ 6,820 | $ 81,834 |
| IT Technician | 28 | 8 | $ 41.32 | $ 7,161 | $ 85,937 |
| IT Technician | 28 | 9 | $ 43.38 | $ 7,519 | $ 90,233 |
| IT Technician, Senior | 16 | 1 | $ 35.25 | $ 6,110 | $ 73,318 |
| IT Technician, Senior | 16 | 2 | $ 37.00 | $ 6,414 | $ 76,970 |
| IT Technician, Senior | 16 | 3 | $ 38.87 | $ 6,737 | $ 80,843 |
| IT Technician, Senior | 16 | 4 | $ 40.81 | $ 7,074 | $ 84,883 |
| IT Technician, Senior | 16 | 5 | $ 42.84 | $ 7,426 | $ 89,116 |
| IT Technician, Senior | 16 | 6 | $ 44.99 | $ 7,798 | $ 93,570 |
| IT Technician, Senior | 16 | 7 | $ 47.26 | $ 8,192 | $ 98,301 |
| IT Technician, Senior | 16 | 8 | $ 49.59 | $ 8,595 | $ 103,143 |
| IT Technician, Senior | 16 | 9 | $ 52.07 | $ 9,025 | $ 108,300 |
| Permit Counter Supervisor | 39 | 1 | $ 41.49 | $ 7,191 | $ 86,293 |

Exhibit A

*Newport Beach Professional & Technical Employees Association*
MOU Term: June 28, 2025 - June 30, 2028

Effective June 28, 2025:
5% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Permit Counter Supervisor | 39 | 2 | $ 43.60 | $ 7,558 | $ 90,693 |
| Permit Counter Supervisor | 39 | 3 | $ 45.74 | $ 7,929 | $ 95,147 |
| Permit Counter Supervisor | 39 | 4 | $ 48.08 | $ 8,335 | $ 100,017 |
| Permit Counter Supervisor | 39 | 5 | $ 50.45 | $ 8,745 | $ 104,941 |
| Permit Counter Supervisor | 39 | 6 | $ 52.99 | $ 9,185 | $ 110,226 |
| Permit Counter Supervisor | 39 | 7 | $ 55.65 | $ 9,647 | $ 115,759 |
| Permit Counter Supervisor | 39 | 8 | $ 58.39 | $ 10,122 | $ 121,458 |
| Permit Counter Supervisor | 39 | 9 | $ 61.31 | $ 10,628 | $ 127,532 |
| Permit Technician I | 24 | 1 | $ 32.62 | $ 5,653 | $ 67,840 |
| Permit Technician I | 24 | 2 | $ 34.24 | $ 5,935 | $ 71,215 |
| Permit Technician I | 24 | 3 | $ 35.95 | $ 6,232 | $ 74,784 |
| Permit Technician I | 24 | 4 | $ 37.72 | $ 6,539 | $ 78,464 |
| Permit Technician I | 24 | 5 | $ 39.61 | $ 6,866 | $ 82,392 |
| Permit Technician I | 24 | 6 | $ 41.59 | $ 7,210 | $ 86,516 |
| Permit Technician I | 24 | 7 | $ 43.70 | $ 7,574 | $ 90,886 |
| Permit Technician I | 24 | 8 | $ 45.82 | $ 7,943 | $ 95,313 |
| Permit Technician I | 24 | 9 | $ 48.11 | $ 8,340 | $ 100,078 |
| Permit Technician II | 35 | 1 | $ 37.72 | $ 6,539 | $ 78,464 |
| Permit Technician II | 35 | 2 | $ 39.61 | $ 6,866 | $ 82,392 |
| Permit Technician II | 35 | 3 | $ 41.59 | $ 7,210 | $ 86,516 |
| Permit Technician II | 35 | 4 | $ 43.70 | $ 7,574 | $ 90,886 |
| Permit Technician II | 35 | 5 | $ 45.82 | $ 7,943 | $ 95,313 |
| Permit Technician II | 35 | 6 | $ 48.19 | $ 8,353 | $ 100,238 |
| Permit Technician II | 35 | 7 | $ 50.52 | $ 8,757 | $ 105,079 |
| Permit Technician II | 35 | 8 | $ 53.13 | $ 9,209 | $ 110,502 |
| Permit Technician II | 35 | 9 | $ 55.78 | $ 9,669 | $ 116,027 |
| Planner, Assistant | 35B | 1 | $ 37.72 | $ 6,539 | $ 78,464 |
| Planner, Assistant | 35B | 2 | $ 39.61 | $ 6,866 | $ 82,392 |
| Planner, Assistant | 35B | 3 | $ 41.59 | $ 7,210 | $ 86,516 |
| Planner, Assistant | 35B | 4 | $ 43.70 | $ 7,574 | $ 90,886 |
| Planner, Assistant | 35B | 5 | $ 45.82 | $ 7,943 | $ 95,313 |
| Planner, Assistant | 35B | 6 | $ 48.19 | $ 8,353 | $ 100,238 |
| Planner, Assistant | 35B | 7 | $ 50.52 | $ 8,757 | $ 105,079 |
| Planner, Assistant | 35B | 8 | $ 53.13 | $ 9,209 | $ 110,502 |
| Planner, Assistant | 35B | 9 | $ 55.78 | $ 9,669 | $ 116,027 |
| Planner, Associate | 55 | 1 | $ 41.58 | $ 7,207 | $ 86,487 |
| Planner, Associate | 55 | 2 | $ 43.67 | $ 7,569 | $ 90,831 |
| Planner, Associate | 55 | 3 | $ 45.82 | $ 7,943 | $ 95,313 |
| Planner, Associate | 55 | 4 | $ 48.12 | $ 8,342 | $ 100,100 |
| Planner, Associate | 55 | 5 | $ 50.52 | $ 8,757 | $ 105,079 |

Exhibit A

*Newport Beach Professional & Technical Employees Association*
MOU Term: June 28, 2025 - June 30, 2028

Effective June 28, 2025:
5% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Planner, Associate | 55 | 6 | $ 53.05 | $ 9,195 | $ 110,336 |
| Planner, Associate | 55 | 7 | $ 55.68 | $ 9,651 | $ 115,814 |
| Planner, Associate | 55 | 8 | $ 58.50 | $ 10,140 | $ 121,680 |
| Planner, Associate | 55 | 9 | $ 61.43 | $ 10,647 | $ 127,764 |
| Planner, Senior | 75 | 1 | $ 50.01 | $ 8,669 | $ 104,028 |
| Planner, Senior | 75 | 2 | $ 52.45 | $ 9,091 | $ 109,091 |
| Planner, Senior | 75 | 3 | $ 55.05 | $ 9,543 | $ 114,514 |
| Planner, Senior | 75 | 4 | $ 57.86 | $ 10,029 | $ 120,352 |
| Planner, Senior | 75 | 5 | $ 60.72 | $ 10,525 | $ 126,300 |
| Planner, Senior | 75 | 6 | $ 63.74 | $ 11,048 | $ 132,581 |
| Planner, Senior | 75 | 7 | $ 66.95 | $ 11,604 | $ 139,248 |
| Planner, Senior | 75 | 8 | $ 70.31 | $ 12,187 | $ 146,248 |
| Planner, Senior | 75 | 9 | $ 73.83 | $ 12,797 | $ 153,561 |
| Planning Technician | 34 | 1 | $ 34.30 | $ 5,946 | $ 71,353 |
| Planning Technician | 34 | 2 | $ 36.05 | $ 6,248 | $ 74,978 |
| Planning Technician | 34 | 3 | $ 37.83 | $ 6,557 | $ 78,685 |
| Planning Technician | 34 | 4 | $ 39.72 | $ 6,884 | $ 82,614 |
| Planning Technician | 34 | 5 | $ 41.74 | $ 7,235 | $ 86,819 |
| Planning Technician | 34 | 6 | $ 43.78 | $ 7,588 | $ 91,052 |
| Planning Technician | 34 | 7 | $ 46.00 | $ 7,973 | $ 95,673 |
| Planning Technician | 34 | 8 | $ 48.28 | $ 8,369 | $ 100,432 |
| Planning Technician | 34 | 9 | $ 50.70 | $ 8,788 | $ 105,453 |
| Public Works Inspector I | 33 | 1 | $ 38.65 | $ 6,700 | $ 80,400 |
| Public Works Inspector I | 33 | 2 | $ 40.57 | $ 7,032 | $ 84,385 |
| Public Works Inspector I | 33 | 3 | $ 42.60 | $ 7,385 | $ 88,618 |
| Public Works Inspector I | 33 | 4 | $ 44.77 | $ 7,761 | $ 93,128 |
| Public Works Inspector I | 33 | 5 | $ 46.97 | $ 8,141 | $ 97,692 |
| Public Works Inspector I | 33 | 6 | $ 49.32 | $ 8,549 | $ 102,590 |
| Public Works Inspector I | 33 | 7 | $ 51.78 | $ 8,976 | $ 107,708 |
| Public Works Inspector I | 33 | 8 | $ 54.39 | $ 9,428 | $ 113,131 |
| Public Works Inspector I | 33 | 9 | $ 57.11 | $ 9,899 | $ 118,787 |
| Public Works Inspector II | 36A | 1 | $ 41.53 | $ 7,198 | $ 86,377 |
| Public Works Inspector II | 36A | 2 | $ 43.63 | $ 7,562 | $ 90,748 |
| Public Works Inspector II | 36A | 3 | $ 45.81 | $ 7,940 | $ 95,285 |
| Public Works Inspector II | 36A | 4 | $ 48.11 | $ 8,339 | $ 100,072 |
| Public Works Inspector II | 36A | 5 | $ 50.51 | $ 8,754 | $ 105,052 |
| Public Works Inspector II | 36A | 6 | $ 53.02 | $ 9,190 | $ 110,281 |
| Public Works Inspector II | 36A | 7 | $ 55.67 | $ 9,649 | $ 115,787 |
| Public Works Inspector II | 36A | 8 | $ 58.46 | $ 10,133 | $ 121,597 |
| Public Works Inspector II | 36A | 9 | $ 61.38 | $ 10,640 | $ 127,676 |

Exhibit A

*Newport Beach Professional & Technical Employees Association*
MOU Term: June 28, 2025 - June 30, 2028

Effective June 28, 2025:
5% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Public Works Inspector, Senior | 44 | 1 | $ 44.65 | $ 7,740 | $ 92,878 |
| Public Works Inspector, Senior | 44 | 2 | $ 46.87 | $ 8,125 | $ 97,499 |
| Public Works Inspector, Senior | 44 | 3 | $ 49.26 | $ 8,538 | $ 102,451 |
| Public Works Inspector, Senior | 44 | 4 | $ 51.69 | $ 8,960 | $ 107,514 |
| Public Works Inspector, Senior | 44 | 5 | $ 54.30 | $ 9,411 | $ 112,936 |
| Public Works Inspector, Senior | 44 | 6 | $ 56.94 | $ 9,870 | $ 118,443 |
| Public Works Inspector, Senior | 44 | 7 | $ 59.87 | $ 10,377 | $ 124,530 |
| Public Works Inspector, Senior | 44 | 8 | $ 62.85 | $ 10,894 | $ 130,726 |
| Public Works Inspector, Senior | 44 | 9 | $ 65.99 | $ 11,439 | $ 137,263 |
| Revenue Auditor | 59 | 1 | $ 42.06 | $ 7,290 | $ 87,483 |
| Revenue Auditor | 59 | 2 | $ 44.21 | $ 7,664 | $ 91,965 |
| Revenue Auditor | 59 | 3 | $ 46.40 | $ 8,042 | $ 96,503 |
| Revenue Auditor | 59 | 4 | $ 48.67 | $ 8,436 | $ 101,234 |
| Revenue Auditor | 59 | 5 | $ 51.13 | $ 8,863 | $ 106,352 |
| Revenue Auditor | 59 | 6 | $ 53.71 | $ 9,310 | $ 111,719 |
| Revenue Auditor | 59 | 7 | $ 56.37 | $ 9,771 | $ 117,253 |
| Revenue Auditor | 59 | 8 | $ 59.19 | $ 10,260 | $ 123,118 |
| Revenue Auditor | 59 | 9 | $ 62.15 | $ 10,773 | $ 129,274 |
| Traffic Engineer Technician | 37A | 1 | $ 38.71 | $ 6,709 | $ 80,511 |
| Traffic Engineer Technician | 37A | 2 | $ 40.62 | $ 7,041 | $ 84,495 |
| Traffic Engineer Technician | 37A | 3 | $ 42.64 | $ 7,392 | $ 88,701 |
| Traffic Engineer Technician | 37A | 4 | $ 44.80 | $ 7,765 | $ 93,183 |
| Traffic Engineer Technician | 37A | 5 | $ 47.09 | $ 8,162 | $ 97,941 |
| Traffic Engineer Technician | 37A | 6 | $ 49.38 | $ 8,558 | $ 102,700 |
| Traffic Engineer Technician | 37A | 7 | $ 51.89 | $ 8,994 | $ 107,930 |
| Traffic Engineer Technician | 37A | 8 | $ 54.48 | $ 9,444 | $ 113,324 |
| Traffic Engineer Technician | 37A | 9 | $ 57.21 | $ 9,916 | $ 118,991 |
| Traffic Engineer Technician, Senior | 48 | 1 | $ 40.64 | $ 7,044 | $ 84,523 |
| Traffic Engineer Technician, Senior | 48 | 2 | $ 42.68 | $ 7,399 | $ 88,784 |
| Traffic Engineer Technician, Senior | 48 | 3 | $ 44.83 | $ 7,770 | $ 93,238 |
| Traffic Engineer Technician, Senior | 48 | 4 | $ 47.07 | $ 8,159 | $ 97,914 |
| Traffic Engineer Technician, Senior | 48 | 5 | $ 49.40 | $ 8,563 | $ 102,756 |
| Traffic Engineer Technician, Senior | 48 | 6 | $ 51.89 | $ 8,994 | $ 107,930 |
| Traffic Engineer Technician, Senior | 48 | 7 | $ 54.48 | $ 9,444 | $ 113,324 |
| Traffic Engineer Technician, Senior | 48 | 8 | $ 57.21 | $ 9,916 | $ 118,996 |
| Traffic Engineer Technician, Senior | 48 | 9 | $ 60.07 | $ 10,412 | $ 124,946 |
| Water Conservation Coordinator | 40 | 1 | $ 43.32 | $ 7,509 | $ 90,112 |
| Water Conservation Coordinator | 40 | 2 | $ 45.49 | $ 7,885 | $ 94,621 |
| Water Conservation Coordinator | 40 | 3 | $ 47.74 | $ 8,275 | $ 99,297 |
| Water Conservation Coordinator | 40 | 4 | $ 50.12 | $ 8,687 | $ 104,249 |

Exhibit A

*Newport Beach Professional & Technical Employees Association*
MOU Term: June 28, 2025 - June 30, 2028

Effective June 28, 2025:
5% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Water Conservation Coordinator | 40 | 5 | $ 52.67 | $ 9,130 | $ 109,562 |
| Water Conservation Coordinator | 40 | 6 | $ 55.28 | $ 9,582 | $ 114,984 |
| Water Conservation Coordinator | 40 | 7 | $ 58.02 | $ 10,057 | $ 120,684 |
| Water Conservation Coordinator | 40 | 8 | $ 60.99 | $ 10,571 | $ 126,853 |
| Water Conservation Coordinator | 40 | 9 | $ 64.04 | $ 11,100 | $ 133,196 |

Hourly rates are rounded to the nearest hundredth. Monthly and annual salaries are rounded to the nearest whole dollar.
Actual rates my vary slightly due to rounding.

Exhibit A

Newport Beach Professional & Technical Employees Association
MOU Term: June 28, 2025 - June 30, 2028

Effective July 11, 2026:
4% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Accountant | 30 | 1 | $ 40.75 | $ 7,064 | $ 84,767 |
| Accountant | 30 | 2 | $ 42.77 | $ 7,414 | $ 88,969 |
| Accountant | 30 | 3 | $ 44.92 | $ 7,786 | $ 93,429 |
| Accountant | 30 | 4 | $ 47.20 | $ 8,181 | $ 98,176 |
| Accountant | 30 | 5 | $ 49.51 | $ 8,582 | $ 102,981 |
| Accountant | 30 | 6 | $ 52.03 | $ 9,018 | $ 108,219 |
| Accountant | 30 | 7 | $ 54.55 | $ 9,455 | $ 113,455 |
| Accountant | 30 | 8 | $ 57.26 | $ 9,925 | $ 119,095 |
| Accountant | 30 | 9 | $ 60.12 | $ 10,421 | $ 125,049 |
| Accountant, Senior | 31 | 1 | $ 46.81 | $ 8,114 | $ 97,370 |
| Accountant, Senior | 31 | 2 | $ 49.19 | $ 8,527 | $ 102,319 |
| Accountant, Senior | 31 | 3 | $ 51.61 | $ 8,946 | $ 107,355 |
| Accountant, Senior | 31 | 4 | $ 54.24 | $ 9,402 | $ 112,822 |
| Accountant, Senior | 31 | 5 | $ 56.94 | $ 9,869 | $ 118,433 |
| Accountant, Senior | 31 | 6 | $ 59.77 | $ 10,361 | $ 124,331 |
| Accountant, Senior | 31 | 7 | $ 62.74 | $ 10,874 | $ 130,489 |
| Accountant, Senior | 31 | 8 | $ 65.88 | $ 11,418 | $ 137,021 |
| Accountant, Senior | 31 | 9 | $ 69.17 | $ 11,989 | $ 143,872 |
| Building Inspector I | 33A | 1 | $ 40.20 | $ 6,968 | $ 83,617 |
| Building Inspector I | 33A | 2 | $ 42.19 | $ 7,313 | $ 87,761 |
| Building Inspector I | 33A | 3 | $ 44.31 | $ 7,680 | $ 92,162 |
| Building Inspector I | 33A | 4 | $ 46.56 | $ 8,071 | $ 96,853 |
| Building Inspector I | 33A | 5 | $ 48.85 | $ 8,467 | $ 101,600 |
| Building Inspector I | 33A | 6 | $ 51.29 | $ 8,891 | $ 106,693 |
| Building Inspector I | 33A | 7 | $ 53.85 | $ 9,335 | $ 112,016 |
| Building Inspector I | 33A | 8 | $ 56.57 | $ 9,805 | $ 117,656 |
| Building Inspector I | 33A | 9 | $ 59.39 | $ 10,295 | $ 123,539 |
| Building Inspector II | 36 | 1 | $ 43.19 | $ 7,486 | $ 89,832 |
| Building Inspector II | 36 | 2 | $ 45.37 | $ 7,865 | $ 94,378 |
| Building Inspector II | 36 | 3 | $ 47.64 | $ 8,258 | $ 99,096 |
| Building Inspector II | 36 | 4 | $ 50.04 | $ 8,673 | $ 104,075 |
| Building Inspector II | 36 | 5 | $ 52.53 | $ 9,104 | $ 109,254 |
| Building Inspector II | 36 | 6 | $ 55.14 | $ 9,558 | $ 114,692 |
| Building Inspector II | 36 | 7 | $ 57.89 | $ 10,035 | $ 120,418 |
| Building Inspector II | 36 | 8 | $ 60.80 | $ 10,538 | $ 126,460 |
| Building Inspector II | 36 | 9 | $ 63.84 | $ 11,065 | $ 132,784 |
| Building Inspector, Principal | 99 | 1 | $ 51.20 | $ 8,874 | $ 106,492 |
| Building Inspector, Principal | 99 | 2 | $ 53.74 | $ 9,315 | $ 111,786 |
| Building Inspector, Principal | 99 | 3 | $ 56.43 | $ 9,781 | $ 117,368 |
| Building Inspector, Principal | 99 | 4 | $ 59.22 | $ 10,265 | $ 123,180 |

Exhibit A

Newport Beach Professional & Technical Employees Association
MOU Term: June 28, 2025 - June 30, 2028

Effective July 11, 2026:
4% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Building Inspector, Principal | 99 | 5 | $ 62.20 | $ 10,781 | $ 129,367 |
| Building Inspector, Principal | 99 | 6 | $ 65.32 | $ 11,322 | $ 135,870 |
| Building Inspector, Principal | 99 | 7 | $ 68.57 | $ 11,886 | $ 142,631 |
| Building Inspector, Principal | 99 | 8 | $ 72.03 | $ 12,485 | $ 149,825 |
| Building Inspector, Principal | 99 | 9 | $ 75.63 | $ 13,110 | $ 157,316 |
| Building Inspector, Senior | 44A | 1 | $ 46.44 | $ 8,049 | $ 96,593 |
| Building Inspector, Senior | 44A | 2 | $ 48.75 | $ 8,450 | $ 101,399 |
| Building Inspector, Senior | 44A | 3 | $ 51.23 | $ 8,879 | $ 106,549 |
| Building Inspector, Senior | 44A | 4 | $ 53.76 | $ 9,318 | $ 111,815 |
| Building Inspector, Senior | 44A | 5 | $ 56.47 | $ 9,788 | $ 117,454 |
| Building Inspector, Senior | 44A | 6 | $ 59.22 | $ 10,265 | $ 123,180 |
| Building Inspector, Senior | 44A | 7 | $ 62.26 | $ 10,793 | $ 129,511 |
| Building Inspector, Senior | 44A | 8 | $ 65.36 | $ 11,330 | $ 135,956 |
| Building Inspector, Senior | 44A | 9 | $ 68.63 | $ 11,896 | $ 142,754 |
| Civil Engineer | 95 | 1 | $ 56.57 | $ 9,805 | $ 117,656 |
| Civil Engineer | 95 | 2 | $ 59.46 | $ 10,306 | $ 123,670 |
| Civil Engineer | 95 | 3 | $ 62.39 | $ 10,814 | $ 129,769 |
| Civil Engineer | 95 | 4 | $ 65.50 | $ 11,354 | $ 136,244 |
| Civil Engineer | 95 | 5 | $ 68.81 | $ 11,927 | $ 143,120 |
| Civil Engineer | 95 | 6 | $ 72.25 | $ 12,524 | $ 150,285 |
| Civil Engineer | 95 | 7 | $ 75.84 | $ 13,145 | $ 157,737 |
| Civil Engineer | 95 | 8 | $ 79.64 | $ 13,804 | $ 165,650 |
| Civil Engineer | 95 | 9 | $ 83.62 | $ 14,494 | $ 173,933 |
| Civil Engineer - Plan Check | 94 | 1 | $ 56.57 | $ 9,805 | $ 117,656 |
| Civil Engineer - Plan Check | 94 | 2 | $ 59.46 | $ 10,306 | $ 123,670 |
| Civil Engineer - Plan Check | 94 | 3 | $ 62.39 | $ 10,814 | $ 129,769 |
| Civil Engineer - Plan Check | 94 | 4 | $ 65.50 | $ 11,354 | $ 136,244 |
| Civil Engineer - Plan Check | 94 | 5 | $ 68.81 | $ 11,927 | $ 143,120 |
| Civil Engineer - Plan Check | 94 | 6 | $ 72.25 | $ 12,524 | $ 150,285 |
| Civil Engineer - Plan Check | 94 | 7 | $ 75.84 | $ 13,145 | $ 157,737 |
| Civil Engineer - Plan Check | 94 | 8 | $ 79.64 | $ 13,804 | $ 165,650 |
| Civil Engineer - Plan Check | 94 | 9 | $ 83.62 | $ 14,494 | $ 173,933 |
| Civil Engineer, Associate | 90 | 1 | $ 53.94 | $ 9,349 | $ 112,188 |
| Civil Engineer, Associate | 90 | 2 | $ 56.62 | $ 9,814 | $ 117,771 |
| Civil Engineer, Associate | 90 | 3 | $ 59.48 | $ 10,311 | $ 123,727 |
| Civil Engineer, Associate | 90 | 4 | $ 62.42 | $ 10,819 | $ 129,827 |
| Civil Engineer, Associate | 90 | 5 | $ 65.54 | $ 11,361 | $ 136,330 |
| Civil Engineer, Associate | 90 | 6 | $ 68.82 | $ 11,929 | $ 143,149 |
| Civil Engineer, Associate | 90 | 7 | $ 72.28 | $ 12,529 | $ 150,343 |
| Civil Engineer, Associate | 90 | 8 | $ 75.85 | $ 13,147 | $ 157,766 |

Exhibit A

Newport Beach Professional & Technical Employees Association
MOU Term: June 28, 2025 - June 30, 2028

Effective July 11, 2026:
4% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Civil Engineer, Associate | 90 | 9 | $ 79.64 | $ 13,805 | $ 165,655 |
| Civil Engineer, Associate - Plan Check | 91 | 1 | $ 53.94 | $ 9,349 | $ 112,188 |
| Civil Engineer, Associate - Plan Check | 91 | 2 | $ 56.62 | $ 9,814 | $ 117,771 |
| Civil Engineer, Associate - Plan Check | 91 | 3 | $ 59.48 | $ 10,311 | $ 123,727 |
| Civil Engineer, Associate - Plan Check | 91 | 4 | $ 62.42 | $ 10,819 | $ 129,827 |
| Civil Engineer, Associate - Plan Check | 91 | 5 | $ 65.54 | $ 11,361 | $ 136,330 |
| Civil Engineer, Associate - Plan Check | 91 | 6 | $ 68.82 | $ 11,929 | $ 143,149 |
| Civil Engineer, Associate - Plan Check | 91 | 7 | $ 72.28 | $ 12,529 | $ 150,343 |
| Civil Engineer, Associate - Plan Check | 91 | 8 | $ 75.85 | $ 13,147 | $ 157,766 |
| Civil Engineer, Associate - Plan Check | 91 | 9 | $ 79.64 | $ 13,805 | $ 165,655 |
| Civil Engineer, Senior | 98 | 1 | $ 62.32 | $ 10,802 | $ 129,625 |
| Civil Engineer, Senior | 98 | 2 | $ 65.40 | $ 11,337 | $ 136,042 |
| Civil Engineer, Senior | 98 | 3 | $ 68.68 | $ 11,905 | $ 142,862 |
| Civil Engineer, Senior | 98 | 4 | $ 72.11 | $ 12,500 | $ 149,998 |
| Civil Engineer, Senior | 98 | 5 | $ 75.74 | $ 13,128 | $ 157,536 |
| Civil Engineer, Senior | 98 | 6 | $ 79.52 | $ 13,783 | $ 165,392 |
| Civil Engineer, Senior | 98 | 7 | $ 83.49 | $ 14,471 | $ 173,650 |
| Civil Engineer, Senior | 98 | 8 | $ 87.66 | $ 15,195 | $ 182,340 |
| Civil Engineer, Senior | 98 | 9 | $ 92.05 | $ 15,955 | $ 191,456 |
| Civil Engineer, Senior - Plan Check | 97 | 1 | $ 62.32 | $ 10,802 | $ 129,625 |
| Civil Engineer, Senior - Plan Check | 97 | 2 | $ 65.40 | $ 11,337 | $ 136,042 |
| Civil Engineer, Senior - Plan Check | 97 | 3 | $ 68.68 | $ 11,905 | $ 142,862 |
| Civil Engineer, Senior - Plan Check | 97 | 4 | $ 72.11 | $ 12,500 | $ 149,998 |
| Civil Engineer, Senior - Plan Check | 97 | 5 | $ 75.74 | $ 13,128 | $ 157,536 |
| Civil Engineer, Senior - Plan Check | 97 | 6 | $ 79.52 | $ 13,783 | $ 165,392 |
| Civil Engineer, Senior - Plan Check | 97 | 7 | $ 83.49 | $ 14,471 | $ 173,650 |
| Civil Engineer, Senior - Plan Check | 97 | 8 | $ 87.66 | $ 15,195 | $ 182,340 |
| Civil Engineer, Senior - Plan Check | 97 | 9 | $ 92.05 | $ 15,955 | $ 191,456 |
| Code Enforcement Officer I | 23 | 1 | $ 34.10 | $ 5,911 | $ 70,927 |
| Code Enforcement Officer I | 23 | 2 | $ 35.80 | $ 6,206 | $ 74,466 |
| Code Enforcement Officer I | 23 | 3 | $ 37.60 | $ 6,517 | $ 78,207 |
| Code Enforcement Officer I | 23 | 4 | $ 39.49 | $ 6,846 | $ 82,149 |
| Code Enforcement Officer I | 23 | 5 | $ 41.46 | $ 7,186 | $ 86,235 |
| Code Enforcement Officer I | 23 | 6 | $ 43.55 | $ 7,548 | $ 90,579 |
| Code Enforcement Officer I | 23 | 7 | $ 45.71 | $ 7,922 | $ 95,068 |
| Code Enforcement Officer I | 23 | 8 | $ 47.99 | $ 8,318 | $ 99,816 |
| Code Enforcement Officer I | 23 | 9 | $ 50.39 | $ 8,734 | $ 104,807 |
| Code Enforcement Officer II | 35A | 1 | $ 39.23 | $ 6,800 | $ 81,602 |
| Code Enforcement Officer II | 35A | 2 | $ 41.20 | $ 7,141 | $ 85,688 |
| Code Enforcement Officer II | 35A | 3 | $ 43.26 | $ 7,498 | $ 89,976 |

Exhibit A

Newport Beach Professional & Technical Employees Association
MOU Term: June 28, 2025 - June 30, 2028

Effective July 11, 2026:
4% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Code Enforcement Officer II | 35A | 4 | $ 45.44 | $ 7,877 | $ 94,522 |
| Code Enforcement Officer II | 35A | 5 | $ 47.66 | $ 8,260 | $ 99,125 |
| Code Enforcement Officer II | 35A | 6 | $ 50.12 | $ 8,687 | $ 104,248 |
| Code Enforcement Officer II | 35A | 7 | $ 52.54 | $ 9,107 | $ 109,283 |
| Code Enforcement Officer II | 35A | 8 | $ 55.25 | $ 9,577 | $ 114,922 |
| Code Enforcement Officer II | 35A | 9 | $ 58.01 | $ 10,056 | $ 120,669 |
| Code Enforcement Officer Trainee | 29 | 1 | $ 28.43 | $ 4,927 | $ 59,130 |
| Code Enforcement Officer Trainee | 29 | 2 | $ 29.84 | $ 5,172 | $ 62,065 |
| Code Enforcement Officer Trainee | 29 | 3 | $ 31.33 | $ 5,431 | $ 65,173 |
| Code Enforcement Officer Trainee | 29 | 4 | $ 32.90 | $ 5,702 | $ 68,424 |
| Code Enforcement Officer Trainee | 29 | 5 | $ 34.54 | $ 5,987 | $ 71,848 |
| Code Enforcement Officer Trainee | 29 | 6 | $ 36.27 | $ 6,287 | $ 75,444 |
| Code Enforcement Officer Trainee | 29 | 7 | $ 38.08 | $ 6,601 | $ 79,214 |
| Code Enforcement Officer Trainee | 29 | 8 | $ 39.99 | $ 6,932 | $ 83,185 |
| Code Enforcement Officer Trainee | 29 | 9 | $ 41.99 | $ 7,279 | $ 87,344 |
| Code Enforcement Officer, Senior | 47 | 1 | $ 44.16 | $ 7,654 | $ 91,846 |
| Code Enforcement Officer, Senior | 47 | 2 | $ 46.37 | $ 8,037 | $ 96,450 |
| Code Enforcement Officer, Senior | 47 | 3 | $ 48.67 | $ 8,435 | $ 101,226 |
| Code Enforcement Officer, Senior | 47 | 4 | $ 51.14 | $ 8,865 | $ 106,377 |
| Code Enforcement Officer, Senior | 47 | 5 | $ 53.66 | $ 9,301 | $ 111,613 |
| Code Enforcement Officer, Senior | 47 | 6 | $ 56.34 | $ 9,766 | $ 117,196 |
| Code Enforcement Officer, Senior | 47 | 7 | $ 59.17 | $ 10,255 | $ 123,065 |
| Code Enforcement Officer, Senior | 47 | 8 | $ 62.13 | $ 10,769 | $ 129,223 |
| Code Enforcement Officer, Senior | 47 | 9 | $ 65.23 | $ 11,307 | $ 135,684 |
| Code Enforcement Supervisor | 99A | 1 | $ 51.20 | $ 8,874 | $ 106,492 |
| Code Enforcement Supervisor | 99A | 2 | $ 53.74 | $ 9,315 | $ 111,786 |
| Code Enforcement Supervisor | 99A | 3 | $ 56.43 | $ 9,781 | $ 117,368 |
| Code Enforcement Supervisor | 99A | 4 | $ 59.22 | $ 10,265 | $ 123,180 |
| Code Enforcement Supervisor | 99A | 5 | $ 62.20 | $ 10,781 | $ 129,367 |
| Code Enforcement Supervisor | 99A | 6 | $ 65.32 | $ 11,322 | $ 135,870 |
| Code Enforcement Supervisor | 99A | 7 | $ 68.57 | $ 11,886 | $ 142,631 |
| Code Enforcement Supervisor | 99A | 8 | $ 72.03 | $ 12,485 | $ 149,825 |
| Code Enforcement Supervisor | 99A | 9 | $ 75.63 | $ 13,110 | $ 157,316 |
| Construction Inspection Supervisor | 90A | 1 | $ 51.20 | $ 8,874 | $ 106,492 |
| Construction Inspection Supervisor | 90A | 2 | $ 53.74 | $ 9,315 | $ 111,786 |
| Construction Inspection Supervisor | 90A | 3 | $ 56.43 | $ 9,781 | $ 117,368 |
| Construction Inspection Supervisor | 90A | 4 | $ 59.22 | $ 10,265 | $ 123,180 |
| Construction Inspection Supervisor | 90A | 5 | $ 62.20 | $ 10,781 | $ 129,367 |
| Construction Inspection Supervisor | 90A | 6 | $ 65.32 | $ 11,322 | $ 135,870 |
| Construction Inspection Supervisor | 90A | 7 | $ 68.57 | $ 11,886 | $ 142,631 |

Exhibit A

Newport Beach Professional & Technical Employees Association
MOU Term: June 28, 2025 - June 30, 2028

Effective July 11, 2026:
4% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Construction Inspection Supervisor | 90A | 8 | $ 72.03 | $ 12,485 | $ 149,825 |
| Construction Inspection Supervisor | 90A | 9 | $ 75.63 | $ 13,110 | $ 157,316 |
| Elect, Mech and Plumb Plans Examiner | 90B | 1 | $ 53.94 | $ 9,349 | $ 112,188 |
| Elect, Mech and Plumb Plans Examiner | 90B | 2 | $ 56.62 | $ 9,814 | $ 117,771 |
| Elect, Mech and Plumb Plans Examiner | 90B | 3 | $ 59.48 | $ 10,311 | $ 123,727 |
| Elect, Mech and Plumb Plans Examiner | 90B | 4 | $ 62.42 | $ 10,819 | $ 129,827 |
| Elect, Mech and Plumb Plans Examiner | 90B | 5 | $ 65.54 | $ 11,361 | $ 136,330 |
| Elect, Mech and Plumb Plans Examiner | 90B | 6 | $ 68.82 | $ 11,929 | $ 143,149 |
| Elect, Mech and Plumb Plans Examiner | 90B | 7 | $ 72.28 | $ 12,529 | $ 150,343 |
| Elect, Mech and Plumb Plans Examiner | 90B | 8 | $ 75.85 | $ 13,147 | $ 157,766 |
| Elect, Mech and Plumb Plans Examiner | 90B | 9 | $ 79.64 | $ 13,805 | $ 165,655 |
| Engineer, Associate | 85 | 1 | $ 51.34 | $ 8,898 | $ 106,780 |
| Engineer, Associate | 85 | 2 | $ 53.94 | $ 9,349 | $ 112,188 |
| Engineer, Associate | 85 | 3 | $ 56.62 | $ 9,814 | $ 117,771 |
| Engineer, Associate | 85 | 4 | $ 59.48 | $ 10,311 | $ 123,727 |
| Engineer, Associate | 85 | 5 | $ 62.42 | $ 10,819 | $ 129,827 |
| Engineer, Associate | 85 | 6 | $ 65.54 | $ 11,361 | $ 136,330 |
| Engineer, Associate | 85 | 7 | $ 68.82 | $ 11,929 | $ 143,149 |
| Engineer, Associate | 85 | 8 | $ 72.28 | $ 12,529 | $ 150,343 |
| Engineer, Associate | 85 | 9 | $ 75.89 | $ 13,155 | $ 157,860 |
| Engineer, Junior | 54 | 1 | $ 46.44 | $ 8,049 | $ 96,593 |
| Engineer, Junior | 54 | 2 | $ 48.74 | $ 8,447 | $ 101,370 |
| Engineer, Junior | 54 | 3 | $ 51.25 | $ 8,884 | $ 106,607 |
| Engineer, Junior | 54 | 4 | $ 53.74 | $ 9,315 | $ 111,786 |
| Engineer, Junior | 54 | 5 | $ 56.47 | $ 9,788 | $ 117,454 |
| Engineer, Junior | 54 | 6 | $ 59.24 | $ 10,267 | $ 123,209 |
| Engineer, Junior | 54 | 7 | $ 62.26 | $ 10,793 | $ 129,511 |
| Engineer, Junior | 54 | 8 | $ 65.39 | $ 11,334 | $ 136,014 |
| Engineer, Junior | 54 | 9 | $ 68.66 | $ 11,901 | $ 142,814 |
| Engineering Technician | 15 | 1 | $ 35.57 | $ 6,165 | $ 73,977 |
| Engineering Technician | 15 | 2 | $ 37.34 | $ 6,472 | $ 77,660 |
| Engineering Technician | 15 | 3 | $ 39.25 | $ 6,803 | $ 81,631 |
| Engineering Technician | 15 | 4 | $ 41.20 | $ 7,141 | $ 85,688 |
| Engineering Technician | 15 | 5 | $ 43.27 | $ 7,500 | $ 90,004 |
| Engineering Technician | 15 | 6 | $ 45.43 | $ 7,874 | $ 94,493 |
| Engineering Technician | 15 | 7 | $ 47.66 | $ 8,260 | $ 99,125 |
| Engineering Technician | 15 | 8 | $ 50.12 | $ 8,687 | $ 104,248 |
| Engineering Technician | 15 | 9 | $ 52.62 | $ 9,122 | $ 109,459 |
| Engineering Technician, Senior | 35D | 1 | $ 39.23 | $ 6,800 | $ 81,602 |
| Engineering Technician, Senior | 35D | 2 | $ 41.20 | $ 7,141 | $ 85,688 |

Exhibit A

Newport Beach Professional & Technical Employees Association
MOU Term: June 28, 2025 - June 30, 2028

Effective July 11, 2026:
4% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Engineering Technician, Senior | 35D | 3 | $ 43.26 | $ 7,498 | $ 89,976 |
| Engineering Technician, Senior | 35D | 4 | $ 45.44 | $ 7,877 | $ 94,522 |
| Engineering Technician, Senior | 35D | 5 | $ 47.66 | $ 8,260 | $ 99,125 |
| Engineering Technician, Senior | 35D | 6 | $ 50.12 | $ 8,687 | $ 104,248 |
| Engineering Technician, Senior | 35D | 7 | $ 52.54 | $ 9,107 | $ 109,283 |
| Engineering Technician, Senior | 35D | 8 | $ 55.25 | $ 9,577 | $ 114,922 |
| Engineering Technician, Senior | 35D | 9 | $ 58.01 | $ 10,056 | $ 120,669 |
| GIS Coordinator | 42 | 1 | $ 53.71 | $ 9,310 | $ 111,726 |
| GIS Coordinator | 42 | 2 | $ 56.37 | $ 9,771 | $ 117,255 |
| GIS Coordinator | 42 | 3 | $ 59.16 | $ 10,255 | $ 123,055 |
| GIS Coordinator | 42 | 4 | $ 62.12 | $ 10,768 | $ 129,218 |
| GIS Coordinator | 42 | 5 | $ 65.25 | $ 11,310 | $ 135,714 |
| GIS Coordinator | 42 | 6 | $ 68.54 | $ 11,881 | $ 142,573 |
| GIS Coordinator | 42 | 7 | $ 71.94 | $ 12,470 | $ 149,642 |
| GIS Coordinator | 42 | 8 | $ 75.55 | $ 13,095 | $ 157,135 |
| GIS Coordinator | 42 | 9 | $ 79.32 | $ 13,749 | $ 164,992 |
| Harbor Safety Officer | 10 | 1 | $ 26.42 | $ 4,579 | $ 54,947 |
| Harbor Safety Officer | 10 | 2 | $ 27.74 | $ 4,808 | $ 57,694 |
| Harbor Safety Officer | 10 | 3 | $ 29.12 | $ 5,048 | $ 60,579 |
| Harbor Safety Officer | 10 | 4 | $ 30.58 | $ 5,301 | $ 63,608 |
| Harbor Safety Officer | 10 | 5 | $ 32.11 | $ 5,566 | $ 66,788 |
| Harbor Safety Officer | 10 | 6 | $ 33.72 | $ 5,844 | $ 70,128 |
| Harbor Safety Officer | 10 | 7 | $ 35.40 | $ 6,136 | $ 73,634 |
| Harbor Safety Officer | 10 | 8 | $ 37.17 | $ 6,443 | $ 77,316 |
| Harbor Safety Officer | 10 | 9 | $ 39.03 | $ 6,765 | $ 81,182 |
| Harbor Safety Officer, Lead | 11 | 1 | $ 28.68 | $ 4,971 | $ 59,656 |
| Harbor Safety Officer, Lead | 11 | 2 | $ 30.11 | $ 5,220 | $ 62,639 |
| Harbor Safety Officer, Lead | 11 | 3 | $ 31.62 | $ 5,481 | $ 65,771 |
| Harbor Safety Officer, Lead | 11 | 4 | $ 33.20 | $ 5,755 | $ 69,060 |
| Harbor Safety Officer, Lead | 11 | 5 | $ 34.86 | $ 6,043 | $ 72,513 |
| Harbor Safety Officer, Lead | 11 | 6 | $ 36.61 | $ 6,345 | $ 76,138 |
| Harbor Safety Officer, Lead | 11 | 7 | $ 38.44 | $ 6,662 | $ 79,945 |
| Harbor Safety Officer, Lead | 11 | 8 | $ 40.36 | $ 6,995 | $ 83,942 |
| Harbor Safety Officer, Lead | 11 | 9 | $ 42.37 | $ 7,345 | $ 88,139 |
| IT Analyst | 61 | 1 | $ 46.07 | $ 7,985 | $ 95,817 |
| IT Analyst | 61 | 2 | $ 48.38 | $ 8,385 | $ 100,622 |
| IT Analyst | 61 | 3 | $ 50.77 | $ 8,800 | $ 105,600 |
| IT Analyst | 61 | 4 | $ 53.30 | $ 9,239 | $ 110,865 |
| IT Analyst | 61 | 5 | $ 55.98 | $ 9,704 | $ 116,447 |
| IT Analyst | 61 | 6 | $ 58.78 | $ 10,188 | $ 122,260 |

Exhibit A

Newport Beach Professional & Technical Employees Association
MOU Term: June 28, 2025 - June 30, 2028

Effective July 11, 2026:
4% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| IT Analyst | 61 | 7 | $ 61.73 | $ 10,699 | $ 128,388 |
| IT Analyst | 61 | 8 | $ 64.80 | $ 11,231 | $ 134,776 |
| IT Analyst | 61 | 9 | $ 68.04 | $ 11,793 | $ 141,515 |
| IT Analyst, Senior | 41 | 1 | $ 51.16 | $ 8,867 | $ 106,406 |
| IT Analyst, Senior | 41 | 2 | $ 53.69 | $ 9,306 | $ 111,672 |
| IT Analyst, Senior | 41 | 3 | $ 56.34 | $ 9,766 | $ 117,196 |
| IT Analyst, Senior | 41 | 4 | $ 59.17 | $ 10,255 | $ 123,065 |
| IT Analyst, Senior | 41 | 5 | $ 62.14 | $ 10,771 | $ 129,252 |
| IT Analyst, Senior | 41 | 6 | $ 65.28 | $ 11,315 | $ 135,783 |
| IT Analyst, Senior | 41 | 7 | $ 68.52 | $ 11,876 | $ 142,516 |
| IT Analyst, Senior | 41 | 8 | $ 71.95 | $ 12,471 | $ 149,652 |
| IT Analyst, Senior | 41 | 9 | $ 75.55 | $ 13,095 | $ 157,135 |
| IT Specialist III | 45 | 1 | $ 42.73 | $ 7,407 | $ 88,882 |
| IT Specialist III | 45 | 2 | $ 44.86 | $ 7,776 | $ 93,313 |
| IT Specialist III | 45 | 3 | $ 47.10 | $ 8,165 | $ 97,974 |
| IT Specialist III | 45 | 4 | $ 49.46 | $ 8,572 | $ 102,867 |
| IT Specialist III | 45 | 5 | $ 51.96 | $ 9,006 | $ 108,074 |
| IT Specialist III | 45 | 6 | $ 54.50 | $ 9,447 | $ 113,369 |
| IT Specialist III | 45 | 7 | $ 57.23 | $ 9,920 | $ 119,037 |
| IT Specialist III | 45 | 8 | $ 60.12 | $ 10,421 | $ 125,050 |
| IT Specialist III | 45 | 9 | $ 63.13 | $ 10,942 | $ 131,303 |
| IT Technician | 28 | 1 | $ 30.54 | $ 5,294 | $ 63,529 |
| IT Technician | 28 | 2 | $ 32.06 | $ 5,557 | $ 66,682 |
| IT Technician | 28 | 3 | $ 33.66 | $ 5,835 | $ 70,021 |
| IT Technician | 28 | 4 | $ 35.34 | $ 6,126 | $ 73,515 |
| IT Technician | 28 | 5 | $ 37.11 | $ 6,433 | $ 77,194 |
| IT Technician | 28 | 6 | $ 38.97 | $ 6,755 | $ 81,058 |
| IT Technician | 28 | 7 | $ 40.92 | $ 7,092 | $ 85,108 |
| IT Technician | 28 | 8 | $ 42.97 | $ 7,448 | $ 89,374 |
| IT Technician | 28 | 9 | $ 45.12 | $ 7,820 | $ 93,843 |
| IT Technician, Senior | 16 | 1 | $ 36.66 | $ 6,354 | $ 76,251 |
| IT Technician, Senior | 16 | 2 | $ 38.48 | $ 6,671 | $ 80,049 |
| IT Technician, Senior | 16 | 3 | $ 40.42 | $ 7,006 | $ 84,076 |
| IT Technician, Senior | 16 | 4 | $ 42.44 | $ 7,357 | $ 88,278 |
| IT Technician, Senior | 16 | 5 | $ 44.56 | $ 7,723 | $ 92,680 |
| IT Technician, Senior | 16 | 6 | $ 46.79 | $ 8,109 | $ 97,313 |
| IT Technician, Senior | 16 | 7 | $ 49.15 | $ 8,519 | $ 102,233 |
| IT Technician, Senior | 16 | 8 | $ 51.57 | $ 8,939 | $ 107,268 |
| IT Technician, Senior | 16 | 9 | $ 54.15 | $ 9,386 | $ 112,632 |
| Permit Counter Supervisor | 39 | 1 | $ 43.15 | $ 7,479 | $ 89,745 |

Exhibit A

Newport Beach Professional & Technical Employees Association
MOU Term: June 28, 2025 - June 30, 2028

Effective July 11, 2026:
4% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Permit Counter Supervisor | 39 | 2 | $ 45.35 | $ 7,860 | $ 94,321 |
| Permit Counter Supervisor | 39 | 3 | $ 47.57 | $ 8,246 | $ 98,953 |
| Permit Counter Supervisor | 39 | 4 | $ 50.01 | $ 8,668 | $ 104,017 |
| Permit Counter Supervisor | 39 | 5 | $ 52.47 | $ 9,095 | $ 109,139 |
| Permit Counter Supervisor | 39 | 6 | $ 55.11 | $ 9,553 | $ 114,635 |
| Permit Counter Supervisor | 39 | 7 | $ 57.88 | $ 10,032 | $ 120,390 |
| Permit Counter Supervisor | 39 | 8 | $ 60.73 | $ 10,526 | $ 126,317 |
| Permit Counter Supervisor | 39 | 9 | $ 63.77 | $ 11,053 | $ 132,633 |
| Permit Technician I | 24 | 1 | $ 33.92 | $ 5,879 | $ 70,553 |
| Permit Technician I | 24 | 2 | $ 35.61 | $ 6,172 | $ 74,064 |
| Permit Technician I | 24 | 3 | $ 37.39 | $ 6,481 | $ 77,776 |
| Permit Technician I | 24 | 4 | $ 39.23 | $ 6,800 | $ 81,602 |
| Permit Technician I | 24 | 5 | $ 41.20 | $ 7,141 | $ 85,688 |
| Permit Technician I | 24 | 6 | $ 43.26 | $ 7,498 | $ 89,976 |
| Permit Technician I | 24 | 7 | $ 45.44 | $ 7,877 | $ 94,522 |
| Permit Technician I | 24 | 8 | $ 47.66 | $ 8,260 | $ 99,125 |
| Permit Technician I | 24 | 9 | $ 50.04 | $ 8,673 | $ 104,082 |
| Permit Technician II | 35 | 1 | $ 39.23 | $ 6,800 | $ 81,602 |
| Permit Technician II | 35 | 2 | $ 41.20 | $ 7,141 | $ 85,688 |
| Permit Technician II | 35 | 3 | $ 43.26 | $ 7,498 | $ 89,976 |
| Permit Technician II | 35 | 4 | $ 45.44 | $ 7,877 | $ 94,522 |
| Permit Technician II | 35 | 5 | $ 47.66 | $ 8,260 | $ 99,125 |
| Permit Technician II | 35 | 6 | $ 50.12 | $ 8,687 | $ 104,248 |
| Permit Technician II | 35 | 7 | $ 52.54 | $ 9,107 | $ 109,283 |
| Permit Technician II | 35 | 8 | $ 55.25 | $ 9,577 | $ 114,922 |
| Permit Technician II | 35 | 9 | $ 58.01 | $ 10,056 | $ 120,669 |
| Planner, Assistant | 35B | 1 | $ 39.23 | $ 6,800 | $ 81,602 |
| Planner, Assistant | 35B | 2 | $ 41.20 | $ 7,141 | $ 85,688 |
| Planner, Assistant | 35B | 3 | $ 43.26 | $ 7,498 | $ 89,976 |
| Planner, Assistant | 35B | 4 | $ 45.44 | $ 7,877 | $ 94,522 |
| Planner, Assistant | 35B | 5 | $ 47.66 | $ 8,260 | $ 99,125 |
| Planner, Assistant | 35B | 6 | $ 50.12 | $ 8,687 | $ 104,248 |
| Planner, Assistant | 35B | 7 | $ 52.54 | $ 9,107 | $ 109,283 |
| Planner, Assistant | 35B | 8 | $ 55.25 | $ 9,577 | $ 114,922 |
| Planner, Assistant | 35B | 9 | $ 58.01 | $ 10,056 | $ 120,669 |
| Planner, Associate | 55 | 1 | $ 43.24 | $ 7,496 | $ 89,947 |
| Planner, Associate | 55 | 2 | $ 45.42 | $ 7,872 | $ 94,465 |
| Planner, Associate | 55 | 3 | $ 47.66 | $ 8,260 | $ 99,125 |
| Planner, Associate | 55 | 4 | $ 50.05 | $ 8,675 | $ 104,104 |
| Planner, Associate | 55 | 5 | $ 52.54 | $ 9,107 | $ 109,283 |

Exhibit A

Newport Beach Professional & Technical Employees Association
MOU Term: June 28, 2025 - June 30, 2028

Effective July 11, 2026:
4% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Planner, Associate | 55 | 6 | $ 55.17 | $ 9,562 | $ 114,750 |
| Planner, Associate | 55 | 7 | $ 57.91 | $ 10,037 | $ 120,447 |
| Planner, Associate | 55 | 8 | $ 60.84 | $ 10,546 | $ 126,547 |
| Planner, Associate | 55 | 9 | $ 63.88 | $ 11,073 | $ 132,875 |
| Planner, Senior | 75 | 1 | $ 52.01 | $ 9,016 | $ 108,189 |
| Planner, Senior | 75 | 2 | $ 54.55 | $ 9,455 | $ 113,455 |
| Planner, Senior | 75 | 3 | $ 57.26 | $ 9,925 | $ 119,095 |
| Planner, Senior | 75 | 4 | $ 60.18 | $ 10,430 | $ 125,166 |
| Planner, Senior | 75 | 5 | $ 63.15 | $ 10,946 | $ 131,353 |
| Planner, Senior | 75 | 6 | $ 66.29 | $ 11,490 | $ 137,884 |
| Planner, Senior | 75 | 7 | $ 69.62 | $ 12,068 | $ 144,818 |
| Planner, Senior | 75 | 8 | $ 73.12 | $ 12,675 | $ 152,098 |
| Planner, Senior | 75 | 9 | $ 76.78 | $ 13,309 | $ 159,703 |
| Planning Technician | 34 | 1 | $ 35.68 | $ 6,184 | $ 74,207 |
| Planning Technician | 34 | 2 | $ 37.49 | $ 6,498 | $ 77,977 |
| Planning Technician | 34 | 3 | $ 39.34 | $ 6,819 | $ 81,832 |
| Planning Technician | 34 | 4 | $ 41.31 | $ 7,160 | $ 85,918 |
| Planning Technician | 34 | 5 | $ 43.41 | $ 7,524 | $ 90,292 |
| Planning Technician | 34 | 6 | $ 45.53 | $ 7,891 | $ 94,694 |
| Planning Technician | 34 | 7 | $ 47.84 | $ 8,292 | $ 99,500 |
| Planning Technician | 34 | 8 | $ 50.22 | $ 8,704 | $ 104,449 |
| Planning Technician | 34 | 9 | $ 52.73 | $ 9,139 | $ 109,671 |
| Public Works Inspector I | 33 | 1 | $ 40.20 | $ 6,968 | $ 83,617 |
| Public Works Inspector I | 33 | 2 | $ 42.19 | $ 7,313 | $ 87,761 |
| Public Works Inspector I | 33 | 3 | $ 44.31 | $ 7,680 | $ 92,162 |
| Public Works Inspector I | 33 | 4 | $ 46.56 | $ 8,071 | $ 96,853 |
| Public Works Inspector I | 33 | 5 | $ 48.85 | $ 8,467 | $ 101,600 |
| Public Works Inspector I | 33 | 6 | $ 51.29 | $ 8,891 | $ 106,693 |
| Public Works Inspector I | 33 | 7 | $ 53.85 | $ 9,335 | $ 112,016 |
| Public Works Inspector I | 33 | 8 | $ 56.57 | $ 9,805 | $ 117,656 |
| Public Works Inspector I | 33 | 9 | $ 59.39 | $ 10,295 | $ 123,539 |
| Public Works Inspector II | 36A | 1 | $ 43.19 | $ 7,486 | $ 89,832 |
| Public Works Inspector II | 36A | 2 | $ 45.37 | $ 7,865 | $ 94,378 |
| Public Works Inspector II | 36A | 3 | $ 47.64 | $ 8,258 | $ 99,096 |
| Public Works Inspector II | 36A | 4 | $ 50.04 | $ 8,673 | $ 104,075 |
| Public Works Inspector II | 36A | 5 | $ 52.53 | $ 9,104 | $ 109,254 |
| Public Works Inspector II | 36A | 6 | $ 55.14 | $ 9,558 | $ 114,692 |
| Public Works Inspector II | 36A | 7 | $ 57.89 | $ 10,035 | $ 120,418 |
| Public Works Inspector II | 36A | 8 | $ 60.80 | $ 10,538 | $ 126,460 |
| Public Works Inspector II | 36A | 9 | $ 63.84 | $ 11,065 | $ 132,784 |

Exhibit A

Newport Beach Professional & Technical Employees Association
MOU Term: June 28, 2025 - June 30, 2028

Effective July 11, 2026:
4% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Public Works Inspector, Senior | 44 | 1 | $ 46.44 | $ 8,049 | $ 96,593 |
| Public Works Inspector, Senior | 44 | 2 | $ 48.75 | $ 8,450 | $ 101,399 |
| Public Works Inspector, Senior | 44 | 3 | $ 51.23 | $ 8,879 | $ 106,549 |
| Public Works Inspector, Senior | 44 | 4 | $ 53.76 | $ 9,318 | $ 111,815 |
| Public Works Inspector, Senior | 44 | 5 | $ 56.47 | $ 9,788 | $ 117,454 |
| Public Works Inspector, Senior | 44 | 6 | $ 59.22 | $ 10,265 | $ 123,180 |
| Public Works Inspector, Senior | 44 | 7 | $ 62.26 | $ 10,793 | $ 129,511 |
| Public Works Inspector, Senior | 44 | 8 | $ 65.36 | $ 11,330 | $ 135,956 |
| Public Works Inspector, Senior | 44 | 9 | $ 68.63 | $ 11,896 | $ 142,754 |
| Revenue Auditor | 59 | 1 | $ 43.74 | $ 7,582 | $ 90,982 |
| Revenue Auditor | 59 | 2 | $ 45.98 | $ 7,970 | $ 95,644 |
| Revenue Auditor | 59 | 3 | $ 48.25 | $ 8,364 | $ 100,363 |
| Revenue Auditor | 59 | 4 | $ 50.62 | $ 8,774 | $ 105,283 |
| Revenue Auditor | 59 | 5 | $ 53.18 | $ 9,217 | $ 110,607 |
| Revenue Auditor | 59 | 6 | $ 55.86 | $ 9,682 | $ 116,188 |
| Revenue Auditor | 59 | 7 | $ 58.63 | $ 10,162 | $ 121,943 |
| Revenue Auditor | 59 | 8 | $ 61.56 | $ 10,670 | $ 128,043 |
| Revenue Auditor | 59 | 9 | $ 64.64 | $ 11,204 | $ 134,445 |
| Traffic Engineer Technician | 37A | 1 | $ 40.26 | $ 6,978 | $ 83,732 |
| Traffic Engineer Technician | 37A | 2 | $ 42.25 | $ 7,323 | $ 87,875 |
| Traffic Engineer Technician | 37A | 3 | $ 44.35 | $ 7,687 | $ 92,249 |
| Traffic Engineer Technician | 37A | 4 | $ 46.59 | $ 8,076 | $ 96,910 |
| Traffic Engineer Technician | 37A | 5 | $ 48.97 | $ 8,488 | $ 101,859 |
| Traffic Engineer Technician | 37A | 6 | $ 51.35 | $ 8,901 | $ 106,808 |
| Traffic Engineer Technician | 37A | 7 | $ 53.96 | $ 9,354 | $ 112,247 |
| Traffic Engineer Technician | 37A | 8 | $ 56.66 | $ 9,821 | $ 117,857 |
| Traffic Engineer Technician | 37A | 9 | $ 59.50 | $ 10,313 | $ 123,751 |
| Traffic Engineer Technician, Senior | 48 | 1 | $ 42.26 | $ 7,325 | $ 87,904 |
| Traffic Engineer Technician, Senior | 48 | 2 | $ 44.39 | $ 7,695 | $ 92,335 |
| Traffic Engineer Technician, Senior | 48 | 3 | $ 46.62 | $ 8,081 | $ 96,968 |
| Traffic Engineer Technician, Senior | 48 | 4 | $ 48.96 | $ 8,486 | $ 101,830 |
| Traffic Engineer Technician, Senior | 48 | 5 | $ 51.38 | $ 8,905 | $ 106,866 |
| Traffic Engineer Technician, Senior | 48 | 6 | $ 53.96 | $ 9,354 | $ 112,247 |
| Traffic Engineer Technician, Senior | 48 | 7 | $ 56.66 | $ 9,821 | $ 117,857 |
| Traffic Engineer Technician, Senior | 48 | 8 | $ 59.50 | $ 10,313 | $ 123,756 |
| Traffic Engineer Technician, Senior | 48 | 9 | $ 62.47 | $ 10,829 | $ 129,944 |
| Water Conservation Coordinator | 40 | 1 | $ 45.06 | $ 7,810 | $ 93,716 |
| Water Conservation Coordinator | 40 | 2 | $ 47.31 | $ 8,200 | $ 98,406 |
| Water Conservation Coordinator | 40 | 3 | $ 49.65 | $ 8,606 | $ 103,269 |
| Water Conservation Coordinator | 40 | 4 | $ 52.12 | $ 9,035 | $ 108,419 |

Exhibit A

Newport Beach Professional & Technical Employees Association
MOU Term: June 28, 2025 - June 30, 2028

Effective July 11, 2026:
4% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Water Conservation Coordinator | 40 | 5 | $ 54.78 | $ 9,495 | $ 113,944 |
| Water Conservation Coordinator | 40 | 6 | $ 57.49 | $ 9,965 | $ 119,583 |
| Water Conservation Coordinator | 40 | 7 | $ 60.34 | $ 10,459 | $ 125,511 |
| Water Conservation Coordinator | 40 | 8 | $ 63.43 | $ 10,994 | $ 131,928 |
| Water Conservation Coordinator | 40 | 9 | $ 66.60 | $ 11,544 | $ 138,524 |

Hourly rates are rounded to the nearest hundredth. Monthly and annual salaries are rounded to the nearest whole dollar.
Actual rates my vary slightly due to rounding.

Exhibit A

Newport Beach Professional & Technical Employees Association
MOU Term: June 28, 2025 - June 30, 2028

Effective July 10, 2027:
3% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Accountant | 30 | 1 | $ 41.98 | $ 7,276 | $ 87,310 |
| Accountant | 30 | 2 | $ 44.06 | $ 7,636 | $ 91,638 |
| Accountant | 30 | 3 | $ 46.27 | $ 8,019 | $ 96,232 |
| Accountant | 30 | 4 | $ 48.62 | $ 8,427 | $ 101,121 |
| Accountant | 30 | 5 | $ 51.00 | $ 8,839 | $ 106,071 |
| Accountant | 30 | 6 | $ 53.59 | $ 9,289 | $ 111,465 |
| Accountant | 30 | 7 | $ 56.18 | $ 9,738 | $ 116,859 |
| Accountant | 30 | 8 | $ 58.97 | $ 10,222 | $ 122,667 |
| Accountant | 30 | 9 | $ 61.92 | $ 10,733 | $ 128,800 |
| Accountant, Senior | 31 | 1 | $ 48.22 | $ 8,358 | $ 100,291 |
| Accountant, Senior | 31 | 2 | $ 50.67 | $ 8,782 | $ 105,389 |
| Accountant, Senior | 31 | 3 | $ 53.16 | $ 9,215 | $ 110,575 |
| Accountant, Senior | 31 | 4 | $ 55.87 | $ 9,684 | $ 116,207 |
| Accountant, Senior | 31 | 5 | $ 58.65 | $ 10,165 | $ 121,986 |
| Accountant, Senior | 31 | 6 | $ 61.57 | $ 10,672 | $ 128,061 |
| Accountant, Senior | 31 | 7 | $ 64.62 | $ 11,200 | $ 134,404 |
| Accountant, Senior | 31 | 8 | $ 67.85 | $ 11,761 | $ 141,131 |
| Accountant, Senior | 31 | 9 | $ 71.24 | $ 12,349 | $ 148,188 |
| Building Inspector I | 33A | 1 | $ 41.41 | $ 7,177 | $ 86,125 |
| Building Inspector I | 33A | 2 | $ 43.46 | $ 7,533 | $ 90,393 |
| Building Inspector I | 33A | 3 | $ 45.64 | $ 7,911 | $ 94,928 |
| Building Inspector I | 33A | 4 | $ 47.96 | $ 8,313 | $ 99,758 |
| Building Inspector I | 33A | 5 | $ 50.31 | $ 8,721 | $ 104,648 |
| Building Inspector I | 33A | 6 | $ 52.83 | $ 9,158 | $ 109,894 |
| Building Inspector I | 33A | 7 | $ 55.47 | $ 9,615 | $ 115,377 |
| Building Inspector I | 33A | 8 | $ 58.26 | $ 10,099 | $ 121,185 |
| Building Inspector I | 33A | 9 | $ 61.18 | $ 10,604 | $ 127,245 |
| Building Inspector II | 36 | 1 | $ 44.48 | $ 7,711 | $ 92,527 |
| Building Inspector II | 36 | 2 | $ 46.74 | $ 8,101 | $ 97,209 |
| Building Inspector II | 36 | 3 | $ 49.07 | $ 8,506 | $ 102,069 |
| Building Inspector II | 36 | 4 | $ 51.54 | $ 8,933 | $ 107,197 |
| Building Inspector II | 36 | 5 | $ 54.10 | $ 9,378 | $ 112,532 |
| Building Inspector II | 36 | 6 | $ 56.79 | $ 9,844 | $ 118,133 |
| Building Inspector II | 36 | 7 | $ 59.63 | $ 10,336 | $ 124,031 |
| Building Inspector II | 36 | 8 | $ 62.62 | $ 10,855 | $ 130,254 |
| Building Inspector II | 36 | 9 | $ 65.75 | $ 11,397 | $ 136,767 |
| Building Inspector, Principal | 99 | 1 | $ 52.73 | $ 9,141 | $ 109,686 |
| Building Inspector, Principal | 99 | 2 | $ 55.36 | $ 9,595 | $ 115,139 |
| Building Inspector, Principal | 99 | 3 | $ 58.12 | $ 10,074 | $ 120,889 |
| Building Inspector, Principal | 99 | 4 | $ 61.00 | $ 10,573 | $ 126,876 |

Exhibit A

Newport Beach Professional & Technical Employees Association
MOU Term: June 28, 2025 - June 30, 2028

Effective July 10, 2027:
3% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Building Inspector, Principal | 99 | 5 | $ 64.06 | $ 11,104 | $ 133,248 |
| Building Inspector, Principal | 99 | 6 | $ 67.28 | $ 11,662 | $ 139,946 |
| Building Inspector, Principal | 99 | 7 | $ 70.63 | $ 12,243 | $ 146,910 |
| Building Inspector, Principal | 99 | 8 | $ 74.19 | $ 12,860 | $ 154,320 |
| Building Inspector, Principal | 99 | 9 | $ 77.90 | $ 13,503 | $ 162,036 |
| Building Inspector, Senior | 44A | 1 | $ 47.83 | $ 8,291 | $ 99,491 |
| Building Inspector, Senior | 44A | 2 | $ 50.21 | $ 8,703 | $ 104,441 |
| Building Inspector, Senior | 44A | 3 | $ 52.76 | $ 9,145 | $ 109,746 |
| Building Inspector, Senior | 44A | 4 | $ 55.37 | $ 9,597 | $ 115,169 |
| Building Inspector, Senior | 44A | 5 | $ 58.16 | $ 10,081 | $ 120,977 |
| Building Inspector, Senior | 44A | 6 | $ 61.00 | $ 10,573 | $ 126,876 |
| Building Inspector, Senior | 44A | 7 | $ 64.13 | $ 11,116 | $ 133,396 |
| Building Inspector, Senior | 44A | 8 | $ 67.32 | $ 11,670 | $ 140,034 |
| Building Inspector, Senior | 44A | 9 | $ 70.69 | $ 12,253 | $ 147,036 |
| Civil Engineer | 95 | 1 | $ 58.26 | $ 10,099 | $ 121,185 |
| Civil Engineer | 95 | 2 | $ 61.24 | $ 10,615 | $ 127,380 |
| Civil Engineer | 95 | 3 | $ 64.26 | $ 11,139 | $ 133,662 |
| Civil Engineer | 95 | 4 | $ 67.47 | $ 11,694 | $ 140,331 |
| Civil Engineer | 95 | 5 | $ 70.87 | $ 12,285 | $ 147,414 |
| Civil Engineer | 95 | 6 | $ 74.42 | $ 12,899 | $ 154,794 |
| Civil Engineer | 95 | 7 | $ 78.11 | $ 13,539 | $ 162,469 |
| Civil Engineer | 95 | 8 | $ 82.03 | $ 14,218 | $ 170,620 |
| Civil Engineer | 95 | 9 | $ 86.13 | $ 14,929 | $ 179,151 |
| Civil Engineer - Plan Check | 94 | 1 | $ 58.26 | $ 10,099 | $ 121,185 |
| Civil Engineer - Plan Check | 94 | 2 | $ 61.24 | $ 10,615 | $ 127,380 |
| Civil Engineer - Plan Check | 94 | 3 | $ 64.26 | $ 11,139 | $ 133,662 |
| Civil Engineer - Plan Check | 94 | 4 | $ 67.47 | $ 11,694 | $ 140,331 |
| Civil Engineer - Plan Check | 94 | 5 | $ 70.87 | $ 12,285 | $ 147,414 |
| Civil Engineer - Plan Check | 94 | 6 | $ 74.42 | $ 12,899 | $ 154,794 |
| Civil Engineer - Plan Check | 94 | 7 | $ 78.11 | $ 13,539 | $ 162,469 |
| Civil Engineer - Plan Check | 94 | 8 | $ 82.03 | $ 14,218 | $ 170,620 |
| Civil Engineer - Plan Check | 94 | 9 | $ 86.13 | $ 14,929 | $ 179,151 |
| Civil Engineer, Associate | 90 | 1 | $ 55.55 | $ 9,629 | $ 115,554 |
| Civil Engineer, Associate | 90 | 2 | $ 58.32 | $ 10,109 | $ 121,304 |
| Civil Engineer, Associate | 90 | 3 | $ 61.27 | $ 10,620 | $ 127,439 |
| Civil Engineer, Associate | 90 | 4 | $ 64.29 | $ 11,144 | $ 133,722 |
| Civil Engineer, Associate | 90 | 5 | $ 67.51 | $ 11,702 | $ 140,420 |
| Civil Engineer, Associate | 90 | 6 | $ 70.89 | $ 12,287 | $ 147,444 |
| Civil Engineer, Associate | 90 | 7 | $ 74.45 | $ 12,904 | $ 154,853 |
| Civil Engineer, Associate | 90 | 8 | $ 78.12 | $ 13,542 | $ 162,499 |

Exhibit A

Newport Beach Professional & Technical Employees Association
MOU Term: June 28, 2025 - June 30, 2028

Effective July 10, 2027:
3% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Civil Engineer, Associate | 90 | 9 | $ 82.03 | $ 14,219 | $ 170,624 |
| Civil Engineer, Associate - Plan Check | 91 | 1 | $ 55.55 | $ 9,629 | $ 115,554 |
| Civil Engineer, Associate - Plan Check | 91 | 2 | $ 58.32 | $ 10,109 | $ 121,304 |
| Civil Engineer, Associate - Plan Check | 91 | 3 | $ 61.27 | $ 10,620 | $ 127,439 |
| Civil Engineer, Associate - Plan Check | 91 | 4 | $ 64.29 | $ 11,144 | $ 133,722 |
| Civil Engineer, Associate - Plan Check | 91 | 5 | $ 67.51 | $ 11,702 | $ 140,420 |
| Civil Engineer, Associate - Plan Check | 91 | 6 | $ 70.89 | $ 12,287 | $ 147,444 |
| Civil Engineer, Associate - Plan Check | 91 | 7 | $ 74.45 | $ 12,904 | $ 154,853 |
| Civil Engineer, Associate - Plan Check | 91 | 8 | $ 78.12 | $ 13,542 | $ 162,499 |
| Civil Engineer, Associate - Plan Check | 91 | 9 | $ 82.03 | $ 14,219 | $ 170,624 |
| Civil Engineer, Senior | 98 | 1 | $ 64.19 | $ 11,126 | $ 133,514 |
| Civil Engineer, Senior | 98 | 2 | $ 67.37 | $ 11,677 | $ 140,123 |
| Civil Engineer, Senior | 98 | 3 | $ 70.74 | $ 12,262 | $ 147,148 |
| Civil Engineer, Senior | 98 | 4 | $ 74.28 | $ 12,875 | $ 154,497 |
| Civil Engineer, Senior | 98 | 5 | $ 78.01 | $ 13,522 | $ 162,262 |
| Civil Engineer, Senior | 98 | 6 | $ 81.90 | $ 14,196 | $ 170,354 |
| Civil Engineer, Senior | 98 | 7 | $ 85.99 | $ 14,905 | $ 178,859 |
| Civil Engineer, Senior | 98 | 8 | $ 90.29 | $ 15,651 | $ 187,810 |
| Civil Engineer, Senior | 98 | 9 | $ 94.81 | $ 16,433 | $ 197,200 |
| Civil Engineer, Senior - Plan Check | 97 | 1 | $ 64.19 | $ 11,126 | $ 133,514 |
| Civil Engineer, Senior - Plan Check | 97 | 2 | $ 67.37 | $ 11,677 | $ 140,123 |
| Civil Engineer, Senior - Plan Check | 97 | 3 | $ 70.74 | $ 12,262 | $ 147,148 |
| Civil Engineer, Senior - Plan Check | 97 | 4 | $ 74.28 | $ 12,875 | $ 154,497 |
| Civil Engineer, Senior - Plan Check | 97 | 5 | $ 78.01 | $ 13,522 | $ 162,262 |
| Civil Engineer, Senior - Plan Check | 97 | 6 | $ 81.90 | $ 14,196 | $ 170,354 |
| Civil Engineer, Senior - Plan Check | 97 | 7 | $ 85.99 | $ 14,905 | $ 178,859 |
| Civil Engineer, Senior - Plan Check | 97 | 8 | $ 90.29 | $ 15,651 | $ 187,810 |
| Civil Engineer, Senior - Plan Check | 97 | 9 | $ 94.81 | $ 16,433 | $ 197,200 |
| Code Enforcement Officer I | 23 | 1 | $ 35.12 | $ 6,088 | $ 73,055 |
| Code Enforcement Officer I | 23 | 2 | $ 36.88 | $ 6,392 | $ 76,700 |
| Code Enforcement Officer I | 23 | 3 | $ 38.73 | $ 6,713 | $ 80,554 |
| Code Enforcement Officer I | 23 | 4 | $ 40.68 | $ 7,051 | $ 84,613 |
| Code Enforcement Officer I | 23 | 5 | $ 42.70 | $ 7,402 | $ 88,822 |
| Code Enforcement Officer I | 23 | 6 | $ 44.85 | $ 7,775 | $ 93,297 |
| Code Enforcement Officer I | 23 | 7 | $ 47.08 | $ 8,160 | $ 97,921 |
| Code Enforcement Officer I | 23 | 8 | $ 49.43 | $ 8,568 | $ 102,811 |
| Code Enforcement Officer I | 23 | 9 | $ 51.90 | $ 8,996 | $ 107,951 |
| Code Enforcement Officer II | 35A | 1 | $ 40.41 | $ 7,004 | $ 84,050 |
| Code Enforcement Officer II | 35A | 2 | $ 42.43 | $ 7,355 | $ 88,259 |
| Code Enforcement Officer II | 35A | 3 | $ 44.56 | $ 7,723 | $ 92,675 |

Exhibit A

Newport Beach Professional & Technical Employees Association
MOU Term: June 28, 2025 - June 30, 2028

Effective July 10, 2027:
3% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Code Enforcement Officer II | 35A | 4 | $ 46.81 | $ 8,113 | $ 97,357 |
| Code Enforcement Officer II | 35A | 5 | $ 49.09 | $ 8,508 | $ 102,099 |
| Code Enforcement Officer II | 35A | 6 | $ 51.62 | $ 8,948 | $ 107,375 |
| Code Enforcement Officer II | 35A | 7 | $ 54.12 | $ 9,380 | $ 112,561 |
| Code Enforcement Officer II | 35A | 8 | $ 56.91 | $ 9,864 | $ 118,370 |
| Code Enforcement Officer II | 35A | 9 | $ 59.75 | $ 10,357 | $ 124,289 |
| Code Enforcement Officer Trainee | 29 | 1 | $ 29.28 | $ 5,075 | $ 60,904 |
| Code Enforcement Officer Trainee | 29 | 2 | $ 30.73 | $ 5,327 | $ 63,927 |
| Code Enforcement Officer Trainee | 29 | 3 | $ 32.27 | $ 5,594 | $ 67,128 |
| Code Enforcement Officer Trainee | 29 | 4 | $ 33.88 | $ 5,873 | $ 70,477 |
| Code Enforcement Officer Trainee | 29 | 5 | $ 35.58 | $ 6,167 | $ 74,003 |
| Code Enforcement Officer Trainee | 29 | 6 | $ 37.36 | $ 6,476 | $ 77,708 |
| Code Enforcement Officer Trainee | 29 | 7 | $ 39.23 | $ 6,799 | $ 81,591 |
| Code Enforcement Officer Trainee | 29 | 8 | $ 41.19 | $ 7,140 | $ 85,681 |
| Code Enforcement Officer Trainee | 29 | 9 | $ 43.25 | $ 7,497 | $ 89,965 |
| Code Enforcement Officer, Senior | 47 | 1 | $ 45.48 | $ 7,883 | $ 94,601 |
| Code Enforcement Officer, Senior | 47 | 2 | $ 47.76 | $ 8,279 | $ 99,343 |
| Code Enforcement Officer, Senior | 47 | 3 | $ 50.13 | $ 8,689 | $ 104,263 |
| Code Enforcement Officer, Senior | 47 | 4 | $ 52.68 | $ 9,131 | $ 109,568 |
| Code Enforcement Officer, Senior | 47 | 5 | $ 55.27 | $ 9,580 | $ 114,962 |
| Code Enforcement Officer, Senior | 47 | 6 | $ 58.03 | $ 10,059 | $ 120,711 |
| Code Enforcement Officer, Senior | 47 | 7 | $ 60.94 | $ 10,563 | $ 126,757 |
| Code Enforcement Officer, Senior | 47 | 8 | $ 63.99 | $ 11,092 | $ 133,100 |
| Code Enforcement Officer, Senior | 47 | 9 | $ 67.19 | $ 11,646 | $ 139,754 |
| Code Enforcement Supervisor | 99A | 1 | $ 52.73 | $ 9,141 | $ 109,686 |
| Code Enforcement Supervisor | 99A | 2 | $ 55.36 | $ 9,595 | $ 115,139 |
| Code Enforcement Supervisor | 99A | 3 | $ 58.12 | $ 10,074 | $ 120,889 |
| Code Enforcement Supervisor | 99A | 4 | $ 61.00 | $ 10,573 | $ 126,876 |
| Code Enforcement Supervisor | 99A | 5 | $ 64.06 | $ 11,104 | $ 133,248 |
| Code Enforcement Supervisor | 99A | 6 | $ 67.28 | $ 11,662 | $ 139,946 |
| Code Enforcement Supervisor | 99A | 7 | $ 70.63 | $ 12,243 | $ 146,910 |
| Code Enforcement Supervisor | 99A | 8 | $ 74.19 | $ 12,860 | $ 154,320 |
| Code Enforcement Supervisor | 99A | 9 | $ 77.90 | $ 13,503 | $ 162,036 |
| Construction Inspection Supervisor | 90A | 1 | $ 52.73 | $ 9,141 | $ 109,686 |
| Construction Inspection Supervisor | 90A | 2 | $ 55.36 | $ 9,595 | $ 115,139 |
| Construction Inspection Supervisor | 90A | 3 | $ 58.12 | $ 10,074 | $ 120,889 |
| Construction Inspection Supervisor | 90A | 4 | $ 61.00 | $ 10,573 | $ 126,876 |
| Construction Inspection Supervisor | 90A | 5 | $ 64.06 | $ 11,104 | $ 133,248 |
| Construction Inspection Supervisor | 90A | 6 | $ 67.28 | $ 11,662 | $ 139,946 |
| Construction Inspection Supervisor | 90A | 7 | $ 70.63 | $ 12,243 | $ 146,910 |

Exhibit A

Newport Beach Professional & Technical Employees Association
MOU Term: June 28, 2025 - June 30, 2028

Effective July 10, 2027:
3% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Construction Inspection Supervisor | 90A | 8 | $ 74.19 | $ 12,860 | $ 154,320 |
| Construction Inspection Supervisor | 90A | 9 | $ 77.90 | $ 13,503 | $ 162,036 |
| Elect, Mech and Plumb Plans Examiner | 90B | 1 | $ 55.55 | $ 9,629 | $ 115,554 |
| Elect, Mech and Plumb Plans Examiner | 90B | 2 | $ 58.32 | $ 10,109 | $ 121,304 |
| Elect, Mech and Plumb Plans Examiner | 90B | 3 | $ 61.27 | $ 10,620 | $ 127,439 |
| Elect, Mech and Plumb Plans Examiner | 90B | 4 | $ 64.29 | $ 11,144 | $ 133,722 |
| Elect, Mech and Plumb Plans Examiner | 90B | 5 | $ 67.51 | $ 11,702 | $ 140,420 |
| Elect, Mech and Plumb Plans Examiner | 90B | 6 | $ 70.89 | $ 12,287 | $ 147,444 |
| Elect, Mech and Plumb Plans Examiner | 90B | 7 | $ 74.45 | $ 12,904 | $ 154,853 |
| Elect, Mech and Plumb Plans Examiner | 90B | 8 | $ 78.12 | $ 13,542 | $ 162,499 |
| Elect, Mech and Plumb Plans Examiner | 90B | 9 | $ 82.03 | $ 14,219 | $ 170,624 |
| Engineer, Associate | 85 | 1 | $ 52.88 | $ 9,165 | $ 109,983 |
| Engineer, Associate | 85 | 2 | $ 55.55 | $ 9,629 | $ 115,554 |
| Engineer, Associate | 85 | 3 | $ 58.32 | $ 10,109 | $ 121,304 |
| Engineer, Associate | 85 | 4 | $ 61.27 | $ 10,620 | $ 127,439 |
| Engineer, Associate | 85 | 5 | $ 64.29 | $ 11,144 | $ 133,722 |
| Engineer, Associate | 85 | 6 | $ 67.51 | $ 11,702 | $ 140,420 |
| Engineer, Associate | 85 | 7 | $ 70.89 | $ 12,287 | $ 147,444 |
| Engineer, Associate | 85 | 8 | $ 74.45 | $ 12,904 | $ 154,853 |
| Engineer, Associate | 85 | 9 | $ 78.17 | $ 13,550 | $ 162,596 |
| Engineer, Junior | 54 | 1 | $ 47.83 | $ 8,291 | $ 99,491 |
| Engineer, Junior | 54 | 2 | $ 50.20 | $ 8,701 | $ 104,411 |
| Engineer, Junior | 54 | 3 | $ 52.79 | $ 9,150 | $ 109,805 |
| Engineer, Junior | 54 | 4 | $ 55.36 | $ 9,595 | $ 115,139 |
| Engineer, Junior | 54 | 5 | $ 58.16 | $ 10,081 | $ 120,977 |
| Engineer, Junior | 54 | 6 | $ 61.01 | $ 10,575 | $ 126,905 |
| Engineer, Junior | 54 | 7 | $ 64.13 | $ 11,116 | $ 133,396 |
| Engineer, Junior | 54 | 8 | $ 67.35 | $ 11,674 | $ 140,094 |
| Engineer, Junior | 54 | 9 | $ 70.72 | $ 12,258 | $ 147,099 |
| Engineering Technician | 15 | 1 | $ 36.63 | $ 6,350 | $ 76,197 |
| Engineering Technician | 15 | 2 | $ 38.46 | $ 6,666 | $ 79,990 |
| Engineering Technician | 15 | 3 | $ 40.42 | $ 7,007 | $ 84,080 |
| Engineering Technician | 15 | 4 | $ 42.43 | $ 7,355 | $ 88,259 |
| Engineering Technician | 15 | 5 | $ 44.57 | $ 7,725 | $ 92,704 |
| Engineering Technician | 15 | 6 | $ 46.79 | $ 8,111 | $ 97,328 |
| Engineering Technician | 15 | 7 | $ 49.09 | $ 8,508 | $ 102,099 |
| Engineering Technician | 15 | 8 | $ 51.62 | $ 8,948 | $ 107,375 |
| Engineering Technician | 15 | 9 | $ 54.20 | $ 9,395 | $ 112,743 |
| Engineering Technician, Senior | 35D | 1 | $ 40.41 | $ 7,004 | $ 84,050 |
| Engineering Technician, Senior | 35D | 2 | $ 42.43 | $ 7,355 | $ 88,259 |

Exhibit A

Newport Beach Professional & Technical Employees Association
MOU Term: June 28, 2025 - June 30, 2028

Effective July 10, 2027:
3% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Engineering Technician, Senior | 35D | 3 | $ 44.56 | $ 7,723 | $ 92,675 |
| Engineering Technician, Senior | 35D | 4 | $ 46.81 | $ 8,113 | $ 97,357 |
| Engineering Technician, Senior | 35D | 5 | $ 49.09 | $ 8,508 | $ 102,099 |
| Engineering Technician, Senior | 35D | 6 | $ 51.62 | $ 8,948 | $ 107,375 |
| Engineering Technician, Senior | 35D | 7 | $ 54.12 | $ 9,380 | $ 112,561 |
| Engineering Technician, Senior | 35D | 8 | $ 56.91 | $ 9,864 | $ 118,370 |
| Engineering Technician, Senior | 35D | 9 | $ 59.75 | $ 10,357 | $ 124,289 |
| GIS Coordinator | 42 | 1 | $ 55.33 | $ 9,590 | $ 115,077 |
| GIS Coordinator | 42 | 2 | $ 58.06 | $ 10,064 | $ 120,773 |
| GIS Coordinator | 42 | 3 | $ 60.94 | $ 10,562 | $ 126,747 |
| GIS Coordinator | 42 | 4 | $ 63.99 | $ 11,091 | $ 133,095 |
| GIS Coordinator | 42 | 5 | $ 67.20 | $ 11,649 | $ 139,786 |
| GIS Coordinator | 42 | 6 | $ 70.60 | $ 12,237 | $ 146,850 |
| GIS Coordinator | 42 | 7 | $ 74.10 | $ 12,844 | $ 154,131 |
| GIS Coordinator | 42 | 8 | $ 77.81 | $ 13,487 | $ 161,849 |
| GIS Coordinator | 42 | 9 | $ 81.70 | $ 14,162 | $ 169,942 |
| Harbor Safety Officer | 10 | 1 | $ 27.21 | $ 4,716 | $ 56,596 |
| Harbor Safety Officer | 10 | 2 | $ 28.57 | $ 4,952 | $ 59,425 |
| Harbor Safety Officer | 10 | 3 | $ 30.00 | $ 5,200 | $ 62,396 |
| Harbor Safety Officer | 10 | 4 | $ 31.50 | $ 5,460 | $ 65,516 |
| Harbor Safety Officer | 10 | 5 | $ 33.07 | $ 5,733 | $ 68,792 |
| Harbor Safety Officer | 10 | 6 | $ 34.73 | $ 6,019 | $ 72,232 |
| Harbor Safety Officer | 10 | 7 | $ 36.46 | $ 6,320 | $ 75,843 |
| Harbor Safety Officer | 10 | 8 | $ 38.29 | $ 6,636 | $ 79,635 |
| Harbor Safety Officer | 10 | 9 | $ 40.20 | $ 6,968 | $ 83,617 |
| Harbor Safety Officer, Lead | 11 | 1 | $ 29.54 | $ 5,120 | $ 61,446 |
| Harbor Safety Officer, Lead | 11 | 2 | $ 31.02 | $ 5,376 | $ 64,518 |
| Harbor Safety Officer, Lead | 11 | 3 | $ 32.57 | $ 5,645 | $ 67,744 |
| Harbor Safety Officer, Lead | 11 | 4 | $ 34.20 | $ 5,928 | $ 71,132 |
| Harbor Safety Officer, Lead | 11 | 5 | $ 35.91 | $ 6,224 | $ 74,688 |
| Harbor Safety Officer, Lead | 11 | 6 | $ 37.70 | $ 6,535 | $ 78,423 |
| Harbor Safety Officer, Lead | 11 | 7 | $ 39.59 | $ 6,862 | $ 82,344 |
| Harbor Safety Officer, Lead | 11 | 8 | $ 41.57 | $ 7,205 | $ 86,461 |
| Harbor Safety Officer, Lead | 11 | 9 | $ 43.65 | $ 7,565 | $ 90,783 |
| IT Analyst | 61 | 1 | $ 47.45 | $ 8,224 | $ 98,691 |
| IT Analyst | 61 | 2 | $ 49.83 | $ 8,637 | $ 103,641 |
| IT Analyst | 61 | 3 | $ 52.29 | $ 9,064 | $ 108,768 |
| IT Analyst | 61 | 4 | $ 54.90 | $ 9,516 | $ 114,191 |
| IT Analyst | 61 | 5 | $ 57.66 | $ 9,995 | $ 119,941 |
| IT Analyst | 61 | 6 | $ 60.54 | $ 10,494 | $ 125,928 |

Exhibit A

Newport Beach Professional & Technical Employees Association
MOU Term: June 28, 2025 - June 30, 2028

Effective July 10, 2027:
3% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| IT Analyst | 61 | 7 | $ 63.58 | $ 11,020 | $ 132,240 |
| IT Analyst | 61 | 8 | $ 66.74 | $ 11,568 | $ 138,820 |
| IT Analyst | 61 | 9 | $ 70.08 | $ 12,147 | $ 145,761 |
| IT Analyst, Senior | 41 | 1 | $ 52.69 | $ 9,133 | $ 109,598 |
| IT Analyst, Senior | 41 | 2 | $ 55.30 | $ 9,585 | $ 115,021 |
| IT Analyst, Senior | 41 | 3 | $ 58.03 | $ 10,059 | $ 120,711 |
| IT Analyst, Senior | 41 | 4 | $ 60.94 | $ 10,563 | $ 126,757 |
| IT Analyst, Senior | 41 | 5 | $ 64.00 | $ 11,094 | $ 133,129 |
| IT Analyst, Senior | 41 | 6 | $ 67.24 | $ 11,655 | $ 139,857 |
| IT Analyst, Senior | 41 | 7 | $ 70.57 | $ 12,233 | $ 146,791 |
| IT Analyst, Senior | 41 | 8 | $ 74.11 | $ 12,845 | $ 154,142 |
| IT Analyst, Senior | 41 | 9 | $ 77.81 | $ 13,487 | $ 161,849 |
| IT Specialist III | 45 | 1 | $ 44.01 | $ 7,629 | $ 91,549 |
| IT Specialist III | 45 | 2 | $ 46.21 | $ 8,009 | $ 96,113 |
| IT Specialist III | 45 | 3 | $ 48.52 | $ 8,409 | $ 100,914 |
| IT Specialist III | 45 | 4 | $ 50.94 | $ 8,829 | $ 105,953 |
| IT Specialist III | 45 | 5 | $ 53.52 | $ 9,276 | $ 111,316 |
| IT Specialist III | 45 | 6 | $ 56.14 | $ 9,731 | $ 116,770 |
| IT Specialist III | 45 | 7 | $ 58.95 | $ 10,217 | $ 122,608 |
| IT Specialist III | 45 | 8 | $ 61.92 | $ 10,733 | $ 128,802 |
| IT Specialist III | 45 | 9 | $ 65.02 | $ 11,270 | $ 135,242 |
| IT Technician | 28 | 1 | $ 31.46 | $ 5,453 | $ 65,435 |
| IT Technician | 28 | 2 | $ 33.02 | $ 5,724 | $ 68,683 |
| IT Technician | 28 | 3 | $ 34.67 | $ 6,010 | $ 72,122 |
| IT Technician | 28 | 4 | $ 36.40 | $ 6,310 | $ 75,720 |
| IT Technician | 28 | 5 | $ 38.23 | $ 6,626 | $ 79,510 |
| IT Technician | 28 | 6 | $ 40.14 | $ 6,957 | $ 83,490 |
| IT Technician | 28 | 7 | $ 42.14 | $ 7,305 | $ 87,661 |
| IT Technician | 28 | 8 | $ 44.26 | $ 7,671 | $ 92,055 |
| IT Technician | 28 | 9 | $ 46.47 | $ 8,055 | $ 96,658 |
| IT Technician, Senior | 16 | 1 | $ 37.76 | $ 6,545 | $ 78,538 |
| IT Technician, Senior | 16 | 2 | $ 39.64 | $ 6,871 | $ 82,450 |
| IT Technician, Senior | 16 | 3 | $ 41.63 | $ 7,217 | $ 86,598 |
| IT Technician, Senior | 16 | 4 | $ 43.71 | $ 7,577 | $ 90,926 |
| IT Technician, Senior | 16 | 5 | $ 45.89 | $ 7,955 | $ 95,461 |
| IT Technician, Senior | 16 | 6 | $ 48.19 | $ 8,353 | $ 100,232 |
| IT Technician, Senior | 16 | 7 | $ 50.63 | $ 8,775 | $ 105,300 |
| IT Technician, Senior | 16 | 8 | $ 53.12 | $ 9,207 | $ 110,486 |
| IT Technician, Senior | 16 | 9 | $ 55.77 | $ 9,668 | $ 116,011 |
| Permit Counter Supervisor | 39 | 1 | $ 44.44 | $ 7,703 | $ 92,438 |

Exhibit A

Newport Beach Professional & Technical Employees Association
MOU Term: June 28, 2025 - June 30, 2028

Effective July 10, 2027:
3% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Permit Counter Supervisor | 39 | 2 | $ 46.71 | $ 8,096 | $ 97,150 |
| Permit Counter Supervisor | 39 | 3 | $ 49.00 | $ 8,493 | $ 101,921 |
| Permit Counter Supervisor | 39 | 4 | $ 51.51 | $ 8,928 | $ 107,138 |
| Permit Counter Supervisor | 39 | 5 | $ 54.04 | $ 9,368 | $ 112,413 |
| Permit Counter Supervisor | 39 | 6 | $ 56.77 | $ 9,839 | $ 118,074 |
| Permit Counter Supervisor | 39 | 7 | $ 59.62 | $ 10,333 | $ 124,001 |
| Permit Counter Supervisor | 39 | 8 | $ 62.55 | $ 10,842 | $ 130,106 |
| Permit Counter Supervisor | 39 | 9 | $ 65.68 | $ 11,384 | $ 136,612 |
| Permit Technician I | 24 | 1 | $ 34.94 | $ 6,056 | $ 72,670 |
| Permit Technician I | 24 | 2 | $ 36.68 | $ 6,357 | $ 76,286 |
| Permit Technician I | 24 | 3 | $ 38.51 | $ 6,676 | $ 80,109 |
| Permit Technician I | 24 | 4 | $ 40.41 | $ 7,004 | $ 84,050 |
| Permit Technician I | 24 | 5 | $ 42.43 | $ 7,355 | $ 88,259 |
| Permit Technician I | 24 | 6 | $ 44.56 | $ 7,723 | $ 92,675 |
| Permit Technician I | 24 | 7 | $ 46.81 | $ 8,113 | $ 97,357 |
| Permit Technician I | 24 | 8 | $ 49.09 | $ 8,508 | $ 102,099 |
| Permit Technician I | 24 | 9 | $ 51.54 | $ 8,934 | $ 107,204 |
| Permit Technician II | 35 | 1 | $ 40.41 | $ 7,004 | $ 84,050 |
| Permit Technician II | 35 | 2 | $ 42.43 | $ 7,355 | $ 88,259 |
| Permit Technician II | 35 | 3 | $ 44.56 | $ 7,723 | $ 92,675 |
| Permit Technician II | 35 | 4 | $ 46.81 | $ 8,113 | $ 97,357 |
| Permit Technician II | 35 | 5 | $ 49.09 | $ 8,508 | $ 102,099 |
| Permit Technician II | 35 | 6 | $ 51.62 | $ 8,948 | $ 107,375 |
| Permit Technician II | 35 | 7 | $ 54.12 | $ 9,380 | $ 112,561 |
| Permit Technician II | 35 | 8 | $ 56.91 | $ 9,864 | $ 118,370 |
| Permit Technician II | 35 | 9 | $ 59.75 | $ 10,357 | $ 124,289 |
| Planner, Assistant | 35B | 1 | $ 40.41 | $ 7,004 | $ 84,050 |
| Planner, Assistant | 35B | 2 | $ 42.43 | $ 7,355 | $ 88,259 |
| Planner, Assistant | 35B | 3 | $ 44.56 | $ 7,723 | $ 92,675 |
| Planner, Assistant | 35B | 4 | $ 46.81 | $ 8,113 | $ 97,357 |
| Planner, Assistant | 35B | 5 | $ 49.09 | $ 8,508 | $ 102,099 |
| Planner, Assistant | 35B | 6 | $ 51.62 | $ 8,948 | $ 107,375 |
| Planner, Assistant | 35B | 7 | $ 54.12 | $ 9,380 | $ 112,561 |
| Planner, Assistant | 35B | 8 | $ 56.91 | $ 9,864 | $ 118,370 |
| Planner, Assistant | 35B | 9 | $ 59.75 | $ 10,357 | $ 124,289 |
| Planner, Associate | 55 | 1 | $ 44.54 | $ 7,720 | $ 92,645 |
| Planner, Associate | 55 | 2 | $ 46.78 | $ 8,108 | $ 97,299 |
| Planner, Associate | 55 | 3 | $ 49.09 | $ 8,508 | $ 102,099 |
| Planner, Associate | 55 | 4 | $ 51.55 | $ 8,936 | $ 107,227 |
| Planner, Associate | 55 | 5 | $ 54.12 | $ 9,380 | $ 112,561 |

Exhibit A

Newport Beach Professional & Technical Employees Association
MOU Term: June 28, 2025 - June 30, 2028

Effective July 10, 2027:
3% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Planner, Associate | 55 | 6 | $ 56.82 | $ 9,849 | $ 118,192 |
| Planner, Associate | 55 | 7 | $ 59.64 | $ 10,338 | $ 124,060 |
| Planner, Associate | 55 | 8 | $ 62.67 | $ 10,862 | $ 130,343 |
| Planner, Associate | 55 | 9 | $ 65.80 | $ 11,405 | $ 136,861 |
| Planner, Senior | 75 | 1 | $ 53.57 | $ 9,286 | $ 111,435 |
| Planner, Senior | 75 | 2 | $ 56.18 | $ 9,738 | $ 116,859 |
| Planner, Senior | 75 | 3 | $ 58.97 | $ 10,222 | $ 122,667 |
| Planner, Senior | 75 | 4 | $ 61.98 | $ 10,743 | $ 128,921 |
| Planner, Senior | 75 | 5 | $ 65.04 | $ 11,274 | $ 135,293 |
| Planner, Senior | 75 | 6 | $ 68.28 | $ 11,835 | $ 142,020 |
| Planner, Senior | 75 | 7 | $ 71.71 | $ 12,430 | $ 149,163 |
| Planner, Senior | 75 | 8 | $ 75.32 | $ 13,055 | $ 156,661 |
| Planner, Senior | 75 | 9 | $ 79.08 | $ 13,708 | $ 164,494 |
| Planning Technician | 34 | 1 | $ 36.75 | $ 6,369 | $ 76,434 |
| Planning Technician | 34 | 2 | $ 38.61 | $ 6,693 | $ 80,316 |
| Planning Technician | 34 | 3 | $ 40.52 | $ 7,024 | $ 84,287 |
| Planning Technician | 34 | 4 | $ 42.55 | $ 7,375 | $ 88,496 |
| Planning Technician | 34 | 5 | $ 44.71 | $ 7,750 | $ 93,001 |
| Planning Technician | 34 | 6 | $ 46.89 | $ 8,128 | $ 97,535 |
| Planning Technician | 34 | 7 | $ 49.27 | $ 8,540 | $ 102,485 |
| Planning Technician | 34 | 8 | $ 51.72 | $ 8,965 | $ 107,583 |
| Planning Technician | 34 | 9 | $ 54.31 | $ 9,413 | $ 112,961 |
| Public Works Inspector I | 33 | 1 | $ 41.41 | $ 7,177 | $ 86,125 |
| Public Works Inspector I | 33 | 2 | $ 43.46 | $ 7,533 | $ 90,393 |
| Public Works Inspector I | 33 | 3 | $ 45.64 | $ 7,911 | $ 94,928 |
| Public Works Inspector I | 33 | 4 | $ 47.96 | $ 8,313 | $ 99,758 |
| Public Works Inspector I | 33 | 5 | $ 50.31 | $ 8,721 | $ 104,648 |
| Public Works Inspector I | 33 | 6 | $ 52.83 | $ 9,158 | $ 109,894 |
| Public Works Inspector I | 33 | 7 | $ 55.47 | $ 9,615 | $ 115,377 |
| Public Works Inspector I | 33 | 8 | $ 58.26 | $ 10,099 | $ 121,185 |
| Public Works Inspector I | 33 | 9 | $ 61.18 | $ 10,604 | $ 127,245 |
| Public Works Inspector II | 36A | 1 | $ 44.48 | $ 7,711 | $ 92,527 |
| Public Works Inspector II | 36A | 2 | $ 46.74 | $ 8,101 | $ 97,209 |
| Public Works Inspector II | 36A | 3 | $ 49.07 | $ 8,506 | $ 102,069 |
| Public Works Inspector II | 36A | 4 | $ 51.54 | $ 8,933 | $ 107,197 |
| Public Works Inspector II | 36A | 5 | $ 54.10 | $ 9,378 | $ 112,532 |
| Public Works Inspector II | 36A | 6 | $ 56.79 | $ 9,844 | $ 118,133 |
| Public Works Inspector II | 36A | 7 | $ 59.63 | $ 10,336 | $ 124,031 |
| Public Works Inspector II | 36A | 8 | $ 62.62 | $ 10,855 | $ 130,254 |
| Public Works Inspector II | 36A | 9 | $ 65.75 | $ 11,397 | $ 136,767 |

Exhibit A

Newport Beach Professional & Technical Employees Association
MOU Term: June 28, 2025 - June 30, 2028

Effective July 10, 2027:
3% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Public Works Inspector, Senior | 44 | 1 | $ 47.83 | $ 8,291 | $ 99,491 |
| Public Works Inspector, Senior | 44 | 2 | $ 50.21 | $ 8,703 | $ 104,441 |
| Public Works Inspector, Senior | 44 | 3 | $ 52.76 | $ 9,145 | $ 109,746 |
| Public Works Inspector, Senior | 44 | 4 | $ 55.37 | $ 9,597 | $ 115,169 |
| Public Works Inspector, Senior | 44 | 5 | $ 58.16 | $ 10,081 | $ 120,977 |
| Public Works Inspector, Senior | 44 | 6 | $ 61.00 | $ 10,573 | $ 126,876 |
| Public Works Inspector, Senior | 44 | 7 | $ 64.13 | $ 11,116 | $ 133,396 |
| Public Works Inspector, Senior | 44 | 8 | $ 67.32 | $ 11,670 | $ 140,034 |
| Public Works Inspector, Senior | 44 | 9 | $ 70.69 | $ 12,253 | $ 147,036 |
| Revenue Auditor | 59 | 1 | $ 45.05 | $ 7,809 | $ 93,712 |
| Revenue Auditor | 59 | 2 | $ 47.36 | $ 8,209 | $ 98,513 |
| Revenue Auditor | 59 | 3 | $ 49.70 | $ 8,614 | $ 103,373 |
| Revenue Auditor | 59 | 4 | $ 52.14 | $ 9,037 | $ 108,441 |
| Revenue Auditor | 59 | 5 | $ 54.77 | $ 9,494 | $ 113,925 |
| Revenue Auditor | 59 | 6 | $ 57.54 | $ 9,973 | $ 119,674 |
| Revenue Auditor | 59 | 7 | $ 60.39 | $ 10,467 | $ 125,602 |
| Revenue Auditor | 59 | 8 | $ 63.41 | $ 10,990 | $ 131,884 |
| Revenue Auditor | 59 | 9 | $ 66.58 | $ 11,540 | $ 138,479 |
| Traffic Engineer Technician | 37A | 1 | $ 41.46 | $ 7,187 | $ 86,244 |
| Traffic Engineer Technician | 37A | 2 | $ 43.52 | $ 7,543 | $ 90,511 |
| Traffic Engineer Technician | 37A | 3 | $ 45.68 | $ 7,918 | $ 95,016 |
| Traffic Engineer Technician | 37A | 4 | $ 47.99 | $ 8,318 | $ 99,818 |
| Traffic Engineer Technician | 37A | 5 | $ 50.44 | $ 8,743 | $ 104,915 |
| Traffic Engineer Technician | 37A | 6 | $ 52.89 | $ 9,168 | $ 110,012 |
| Traffic Engineer Technician | 37A | 7 | $ 55.58 | $ 9,635 | $ 115,614 |
| Traffic Engineer Technician | 37A | 8 | $ 58.36 | $ 10,116 | $ 121,393 |
| Traffic Engineer Technician | 37A | 9 | $ 61.28 | $ 10,622 | $ 127,463 |
| Traffic Engineer Technician, Senior | 48 | 1 | $ 43.53 | $ 7,545 | $ 90,541 |
| Traffic Engineer Technician, Senior | 48 | 2 | $ 45.72 | $ 7,925 | $ 95,105 |
| Traffic Engineer Technician, Senior | 48 | 3 | $ 48.02 | $ 8,323 | $ 99,877 |
| Traffic Engineer Technician, Senior | 48 | 4 | $ 50.43 | $ 8,740 | $ 104,885 |
| Traffic Engineer Technician, Senior | 48 | 5 | $ 52.92 | $ 9,173 | $ 110,072 |
| Traffic Engineer Technician, Senior | 48 | 6 | $ 55.58 | $ 9,635 | $ 115,614 |
| Traffic Engineer Technician, Senior | 48 | 7 | $ 58.36 | $ 10,116 | $ 121,393 |
| Traffic Engineer Technician, Senior | 48 | 8 | $ 61.28 | $ 10,622 | $ 127,469 |
| Traffic Engineer Technician, Senior | 48 | 9 | $ 64.35 | $ 11,154 | $ 133,842 |
| Water Conservation Coordinator | 40 | 1 | $ 46.41 | $ 8,044 | $ 96,528 |
| Water Conservation Coordinator | 40 | 2 | $ 48.73 | $ 8,446 | $ 101,358 |
| Water Conservation Coordinator | 40 | 3 | $ 51.14 | $ 8,864 | $ 106,368 |
| Water Conservation Coordinator | 40 | 4 | $ 53.69 | $ 9,306 | $ 111,672 |

Exhibit A

Newport Beach Professional & Technical Employees Association
MOU Term: June 28, 2025 - June 30, 2028

Effective July 10, 2027:
3% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Water Conservation Coordinator | 40 | 5 | $ 56.42 | $ 9,780 | $ 117,362 |
| Water Conservation Coordinator | 40 | 6 | $ 59.22 | $ 10,264 | $ 123,171 |
| Water Conservation Coordinator | 40 | 7 | $ 62.15 | $ 10,773 | $ 129,277 |
| Water Conservation Coordinator | 40 | 8 | $ 65.33 | $ 11,324 | $ 135,886 |
| Water Conservation Coordinator | 40 | 9 | $ 68.60 | $ 11,890 | $ 142,680 |

Hourly rates are rounded to the nearest hundredth. Monthly and annual salaries are rounded to the nearest whole dollar.
Actual rates my vary slightly due to rounding.

**Exhibit B**

**Approved Certifications - Professional and Technical Employees Association**

| CERTIFICATE | ELIGIBLE POSITIONS | MONTHLY AMOUNT |
|---|---|---|
| **All Represented Professional and Technical Positions** | | |
| **ICC Permit Technician **** | All represented Prof Tech Positions from the Building Division, Code Enforcement, and Public Works Department, not specifically covered in MOU. | $70 |
| ICC or CA Residential Building Inspector | | $75 |
| ICC or CA Residential Electrical Inspector | | $75 |
| ICC or CA Residential Plumbing Inspector | | $75 |
| ICC or CA Residential Mechanical Inspector | | $75 |
| ICC or CA Commercial Building Inspector | | $75 |
| ICC or CA Commercial Electrical Inspector | | $75 |
| ICC or CA Commercial Plumbing Inspector | | $75 |
| ICC or CA Commercial Mechanical Inspector | | $75 |
| California Access Specialist (CASP) | | $100 |
| ICC California Building Plans Examiner | | $85 |
| ICC Building Plans Examiner | | $85 |
| **ICC Electrical Plans Examiner **** | | $85 |
| **ICC Mechanical Plans Examiner **** | | $85 |
| **ICC Plumbing Plans Examiner **** | | $85 |
| Residential Fire Sprinkler Inspector/Plans Examiner | | $75 |
| **City Manager's Office -- Information Technology (IT)** | | |
| Geographic Info. System Professional (GISP) | IT Analyst<br>IT Technician | $75 |
| Cisco Cert. Entry Networking Tech. (CCENT) | IT Specialist I/II/III | $85 |
| Cisco Certified Network Associate (CCNA) | IT Specialist I/II/III | $85 |
| MS Certified Technology Specialist (MCTS) | IT Specialist I/II/III | $75 |
| MS Certified Systems Administrators (MCSA) | IT Specialist I/II/III | $85 |
| MS Certified Systems Engineers (MCSE) | IT Specialist I/II/III | $75 |
| **MS Certified Professional (MCP)*** | IT Specialist I/II/III | $75 |
| CompTIA A+ | IT Specialist I/II/III | $75 |
| CompTIA Network+ | IT Specialist I/II/III | $75 |
| Virtual Infrastructure Professional (VIP) or VMWare Certified Professional (VCP) | IT Specialist I/II/III | $75 |
| **Land Surveyor in Training (LSIT)* or Fundamental of Surveying (FS)*** | IT Analyst | $75 |

**Exhibit B**

**Approved Certifications - Professional and Technical Employees Association**

| CERTIFICATE | ELIGIBLE POSITIONS | MONTHLY AMOUNT |
|---|---|---|
| **Public Works & Building Division** | | |
| CalGreen Plans Examiner<br>CalGreen Inspector | Building Inspector I/II<br>Building Inspector, Sr.<br>Building Inspector, Principal<br>Civil Engineer, Plan Check Series (Asst, Assoc & Sr)<br>EMP Plans Examiner | $750 1x Payment for attainment and upon renewal |
| Certified Public Infrastructure Inspector | PW Inspector I/II<br>PW Inspector, Sr. | $1,000 1x Payment for attainment and upon renewal |
| **Prestressed Concrete Special Inspector*** | Building Inspector<br>Building Inspector, Principal<br>Building Inspector, Senior<br>Construction Inspector Supervisor<br>PW Inspector, I/II<br>PW Inspector, Senior | $75 |
| **Reinforced Concrete Special Inspector*** | Building Inspector<br>Building Inspector, Principal<br>Building Inspector, Senior<br>Construction Inspector Supervisor<br>PW Inspector, I/II<br>PW Inspector, Senior | $75 |
| **Structural Masonry Special Inspector*** | Building Inspector<br>Building Inspector, Principal<br>Building Inspector, Senior<br>Construction Inspector Supervisor<br>PW Inspector, I/II<br>PW Inspector, Senior | $75 |
| Traffic Engineer | Civil Engineer, Associate<br>Civil Engineer, Junior<br>Civil Engineer, Senior (rev 2/29/08) | $85 |

**Exhibit B**

**Approved Certifications - Professional and Technical Employees Association**

| CERTIFICATE | ELIGIBLE POSITIONS | MONTHLY AMOUNT |
|---|---|---|
| **Code Enforcement and Water Conservation** | | |
| Certified Code Enforcement Officer (CACEO) | Code Enforcement Officer<br>Code Enforcement Officer, Sr.<br>Water Conservation Coordinator | $65 |
| **Planning Division** | | |
| AICP Exam Fee | Planner, Assistant<br>Planner, Associate<br>Planner, Senior<br>Planning Technician | Exam fee payment (1x) up to $495; refundable if APA application is rejected |

Certificates sunsetted with MOU term:

* MOU 2012 - 2015
** MOU 2015 - 2018

**Certificates Sunsetted MOU TERM 2019-2021**

Certified Arborist
Certified Commercial Pesticide Applicator
Certificate in Investigative Interview and Interrog Techniques (BATI)
American Institute of Certified Planners (AICP)

# Costing

**City of Newport Beach**
**Prof. Tech. Costing**

| | Current | Year 1 | Year 2 | Year 3 |
|---|---|---|---|---|
| **Key Contract Terms** | | | | |
| COLA | | 5% | 4% | 3% |
| Cafeteria Increase | | | Increase by $300/Month | |
| PERS Reduction | 11.50% | | 8% for all tiers | |
| Longevity Pay | | | 15-19 yrs 1.0%<br>20-24 yrs 1.5%<br>25+ yrs 2.0% | |
| Holiday Pays | | | Christmas Eve & New Years Eve full pay | |
| Holiday Closure Leave | | | 3 days | |
| Call Back Duty | 2 hour min | | Increase to 3hrs travel time | |
| Standby Duty | $3 per hr. | | Remove "weekend" | |
| Bereavement Leave[5] | | | Add grandchild | |
| **Summary of Proposal Cost [1]** | | | | |
| **Baseline Compensation** | | | | |
| Base Pay | $11,369,489 | $568,474 | $1,045,993 | $1,418,457 |
| Supplemental Pays | 136,300 | 87,324 | 95,051 | 100,243 |
| Overtime | 456,217 | 69,155 | 90,170 | 106,561 |
| Pension Contribution | 776,011 | 457,009 | 506,116 | 544,272 |
| Cafeteria Plan | 2,021,286 | 87,193 | 87,193 | 87,193 |
| Other City Paid Benefits[2] | 870,811 | 30,237 | 54,280 | 73,021 |
| **Total** | **$15,630,114** | **$1,299,392** | **$1,878,802** | **$2,329,748** |
| **Cumulative Impact on Employee Compensation** | | | | |
| Base Salary Increase[3] | | 5.00% | 9.20% | 12.48% |
| Total Compensation Increase[4] | | 8.31% | 12.02% | 14.91% |
| **Key Contract Terms** | | | | |
| COLA | | 679,706 | 1,235,088 | 1,668,127 |
| Cafeteria Increase | | 87,193 | 87,193 | 87,193 |
| PERS Reduction | | 397,932 | 413,849 | 426,265 |
| Longevity Pay | | 35,669 | 39,110 | 40,959 |
| Holiday Pays | | 10,331 | 10,744 | 11,066 |
| Holiday Closure Leave | | 41,324 | 42,977 | 44,266 |
| Call Back Duty | | 11,815 | 12,602 | 13,217 |
| Standby Duty | | 35,422 | 37,238 | 38,654 |
| **Total** | | 1,299,392 | 1,878,802 | 2,329,748 |

**Notes**

[1] Costs shown in years two and three reflect the cumulative budget impact in each year as compared to the current budgeted amounts.

[2] Includes Medicare, Compensated Absences, Retiree Health Savings, Life Insurance, EAP.

[3] Percentage shown in each year is as compared to current base salary, not the prior year.

[4] Measured based on the total of all pay and benefits. Percentage shown in each year is as compared to current total compensation, not the prior year.

[5] Considered to be a no-cost proposal term.

**Budget Amendment No. 26-004**

# City of Newport Beach

BUDGET AMENDMENT

2025-26

**BA#: 26-004**

Department: Human Resources

Requestor: Barbara Salvini

**ONE TIME:** ☐ Yes ☑ No

☐ **CITY MANAGER'S APPROVAL ONLY**

☑ **COUNCIL APPROVAL REQUIRED**

***Approvals***

**Finance Director:** Jason Al-Imam Date 6/25/25

**City Clerk:** Date

**EXPLANATION FOR REQUEST:**

To increase expenditure appropriations to fund the agreement with The Newport Beach Professional and Technical Employees Association for FY 2025-26.

☐ from existing budget appropriations
☐ from additional estimated revenues
☑ from unappropriated fund balance

**REVENUES**

| Fund # | Org | Object | Project | Description | Increase or (Decrease) $ |
|---|---|---|---|---|---|
| | | | | - | |
| | | | | - | |
| | | | | Subtotal | $ - |

**EXPENDITURES**

| Fund # | Org | Object | Project | Description | Increase or (Decrease) $ |
|---|---|---|---|---|---|
| 010 | 01030302 | 711001 | | FINANCIAL REPORTING - SALARIES MISCELLANEOUS | 11,199.00 |
| 010 | 0105041 | 711001 | | INSPECTIONS - SALARIES MISCELLANEOUS | 38,133.00 |
| 010 | 0105042 | 711001 | | PLAN CHECKS/PERMITS - SALARIES MISCELLANEOUS | 65,149.00 |
| 010 | 01050501 | 711001 | | PLANNING - SALARIES MISCELLANEOUS | 33,983.00 |
| 010 | 01050503 | 711001 | | CODE ENFORCEMENT - SALARIES MISCELLANEOUS | 22,539.00 |
| 010 | 01080005 | 711001 | | PUBLIC WORKS ADMIN - SALARIES MISCELLANEOUS | 3,376.00 |
| 010 | 0108011 | 711001 | | WQ/CONSERVATION/ENVIRONMENTAL - SALARIES MISCELLA | 2,687.00 |
| 010 | 0108012 | 711001 | | TRAFFIC & TRANSPORTATION - SALARIES MISCELLANEOUS | 43,563.00 |
| 010 | 01080801 | 711001 | | ENGINEERING SERVICES - SALARIES MISCELLANEOUS | 52,060.00 |
| 100 | 10045451 | 711001 | | HARBOR DEPARTMENT - SALARIES MISCELLANEOUS | 16,149.00 |
| 160 | 16003 | 711001 | | ENVIRONMENTAL LIAB NON OP - SALARIES MISCELLANEOUS | 2,140.00 |
| 701 | 7019052 | 711001 | | WATER SYSTEM SERVICE - SALARIES MISCELLANEOUS | 1,575.00 |
| 764 | 76420203 | 711001 | | CITY MGR INFORMTN TECHNOLOGY - SALARIES MISCELLANE | 48,531.00 |
| 010 | 0105041 | 712015 | | INSPECTIONS - LONGEVITY PAY MISC | 1,513.00 |
| 010 | 0105042 | 712015 | | PLAN CHECKS/PERMITS - LONGEVITY PAY MISC | 2,761.00 |
| 010 | 01050501 | 712015 | | PLANNING - LONGEVITY PAY MISC | 1,160.00 |
| 010 | 01050503 | 712015 | | CODE ENFORCEMENT - LONGEVITY PAY MISC | 1,957.00 |
| 010 | 01080005 | 712015 | | PUBLIC WORKS ADMIN - LONGEVITY PAY MISC | 1,740.00 |
| 010 | 0108012 | 712015 | | TRAFFIC & TRANSPORTATION - LONGEVITY PAY MISC | 10,657.00 |
| 010 | 01080801 | 712015 | | ENGINEERING SERVICES - LONGEVITY PAY MISC | 8,212.00 |
| 701 | 7019052 | 712015 | | WATER SYSTEM SERVICE - LONGEVITY PAY MISC | 1,624.00 |
| 764 | 76420203 | 712015 | | CITY MGR INFORMTN TECHNOLOGY - LONGEVITY PAY MISC | 6,044.00 |
| 010 | 01030302 | 711001 | | FINANCIAL REPORTING - SALARIES MISCELLANEOUS | 2,088.00 |
| 010 | 0105041 | 711001 | | INSPECTIONS - SALARIES MISCELLANEOUS | 7,110.00 |
| 010 | 0105042 | 711001 | | PLAN CHECKS/PERMITS - SALARIES MISCELLANEOUS | 12,147.00 |
| 010 | 01050501 | 711001 | | PLANNING - SALARIES MISCELLANEOUS | 6,336.00 |
| 010 | 01050503 | 711001 | | CODE ENFORCEMENT - SALARIES MISCELLANEOUS | 4,202.00 |
| 010 | 01080005 | 711001 | | PUBLIC WORKS ADMIN - SALARIES MISCELLANEOUS | 629.00 |
| 010 | 0108011 | 711001 | | WQ/CONSERVATION/ENVIRONMENTAL - SALARIES MISCELLA | 501.00 |
| 010 | 0108012 | 711001 | | TRAFFIC & TRANSPORTATION - SALARIES MISCELLANEOUS | 8,122.00 |

| Fund # | Org | Object | Project | Description | Increase or (Decrease) $ |
|---|---|---|---|---|---|
| 010 | 01080801 | 711001 | | ENGINEERING SERVICES - SALARIES MISCELLANEOUS | 9,706.00 |
| 100 | 10045451 | 711001 | | HARBOR DEPARTMENT - SALARIES MISCELLANEOUS | 3,011.00 |
| 160 | 16003 | 711001 | | ENVIRONMENTAL LIAB NON OP - SALARIES MISCELLANEOUS | 399.00 |
| 701 | 7019052 | 711001 | | WATER SYSTEM SERVICE - SALARIES MISCELLANEOUS | 294.00 |
| 764 | 76420203 | 711001 | | CITY MGR INFORMTN TECHNOLOGY - SALARIES MISCELLANE | 9,048.00 |
| 010 | 01030302 | 722001 | | FINANCIAL REPORTING - PENSION EE NORMAL COST MISC | 1,299.00 |
| 010 | 0105041 | 722001 | | INSPECTIONS - PENSION EE NORMAL COST MISC | 4,130.00 |
| 010 | 0105042 | 722001 | | PLAN CHECKS/PERMITS - PENSION EE NORMAL COST MISC | 7,134.00 |
| 010 | 01050501 | 722001 | | PLANNING - PENSION EE NORMAL COST MISC | 3,545.00 |
| 010 | 01050503 | 722001 | | CODE ENFORCEMENT - PENSION EE NORMAL COST MISC | 2,631.00 |
| 010 | 01080005 | 722001 | | PUBLIC WORKS ADMIN - PENSION EE NORMAL COST MISC | 468.00 |
| 010 | 0108011 | 722001 | | WQ/CONSERVATION/ENVIRONMENTAL - PENSION EE NORM | 363.00 |
| 010 | 0108012 | 722001 | | TRAFFIC & TRANSPORTATION - PENSION EE NORMAL COST M | 5,248.00 |
| 010 | 01080801 | 722001 | | ENGINEERING SERVICES - PENSION EE NORMAL COST MISC | 6,097.00 |
| 100 | 10045451 | 722001 | | HARBOR DEPARTMENT - PENSION EE NORMAL COST MISC | 1,641.00 |
| 160 | 16003 | 722001 | | ENVIRONMENTAL LIAB NON OP - PENSION EE NORMAL COST | 211.00 |
| 701 | 7019052 | 722001 | | WATER SYSTEM SERVICE - PENSION EE NORMAL COST MISC | 215.00 |
| 764 | 76420203 | 722001 | | CITY MGR INFORMTN TECHNOLOGY - PENSION EE NORMAL ( | 5,508.00 |
| 010 | 01030302 | 723002 | | FINANCIAL REPORTING - PENSION ER NORMAL COST MISC | 1,495.00 |
| 010 | 0105041 | 723002 | | INSPECTIONS - PENSION ER NORMAL COST MISC | 5,272.00 |
| 010 | 0105042 | 723002 | | PLAN CHECKS/PERMITS - PENSION ER NORMAL COST MISC | 8,731.00 |
| 010 | 01050501 | 723002 | | PLANNING - PENSION ER NORMAL COST MISC | 4,832.00 |
| 010 | 01050503 | 723002 | | CODE ENFORCEMENT - PENSION ER NORMAL COST MISC | 2,937.00 |
| 010 | 01080005 | 723002 | | PUBLIC WORKS ADMIN - PENSION ER NORMAL COST MISC | 370.00 |
| 010 | 0108011 | 723002 | | WQ/CONSERVATION/ENVIRONMENTAL - PENSION ER NORM | 288.00 |
| 010 | 0108012 | 723002 | | TRAFFIC & TRANSPORTATION - PENSION ER NORMAL COST M | 5,370.00 |
| 010 | 01080801 | 723002 | | ENGINEERING SERVICES - PENSION ER NORMAL COST MISC | 6,648.00 |
| 100 | 10045451 | 723002 | | HARBOR DEPARTMENT - PENSION ER NORMAL COST MISC | 2,236.00 |
| 160 | 16003 | 723002 | | ENVIRONMENTAL LIAB NON OP - PENSION ER NORMAL COST | 287.00 |
| 701 | 7019052 | 723002 | | WATER SYSTEM SERVICE - PENSION ER NORMAL COST MISC | 170.00 |
| 764 | 76420203 | 723002 | | CITY MGR INFORMTN TECHNOLOGY - PENSION ER NORMAL ( | 6,335.00 |
| 010 | 01030302 | 724001 | | FINANCIAL REPORTING - PENSION EE CONTRIB MISC | 11,992.00 |
| 010 | 0105041 | 724001 | | INSPECTIONS - PENSION EE CONTRIB MISC | 40,335.00 |
| 010 | 0105042 | 724001 | | PLAN CHECKS/PERMITS - PENSION EE CONTRIB MISC | 68,079.00 |
| 010 | 01050501 | 724001 | | PLANNING - PENSION EE CONTRIB MISC | 35,916.00 |
| 010 | 01050503 | 724001 | | CODE ENFORCEMENT - PENSION EE CONTRIB MISC | 23,908.00 |
| 010 | 01080005 | 724001 | | PUBLIC WORKS ADMIN - PENSION EE CONTRIB MISC | 3,605.00 |
| 010 | 0108011 | 724001 | | WQ/CONSERVATION/ENVIRONMENTAL - PENSION EE CONTF | 2,801.00 |
| 010 | 0108012 | 724001 | | TRAFFIC & TRANSPORTATION - PENSION EE CONTRIB MISC | 45,611.00 |
| 010 | 01080801 | 724001 | | ENGINEERING SERVICES - PENSION EE CONTRIB MISC | 54,726.00 |
| 100 | 10045451 | 724001 | | HARBOR DEPARTMENT - PENSION EE CONTRIB MISC | 16,623.00 |
| 160 | 16003 | 724001 | | ENVIRONMENTAL LIAB NON OP - PENSION EE CONTRIB MISC | 2,133.00 |
| 701 | 7019052 | 724001 | | WATER SYSTEM SERVICE - PENSION EE CONTRIB MISC | 1,654.00 |
| 764 | 76420203 | 724001 | | CITY MGR INFORMTN TECHNOLOGY - PENSION EE CONTRIB I | 50,836.00 |
| 010 | 01030302 | 727016 | | FINANCIAL REPORTING - MEDICARE FRINGES | 226.00 |
| 010 | 0105041 | 727016 | | INSPECTIONS - MEDICARE FRINGES | 770.00 |
| 010 | 0105042 | 727016 | | PLAN CHECKS/PERMITS - MEDICARE FRINGES | 1,316.00 |
| 010 | 01050501 | 727016 | | PLANNING - MEDICARE FRINGES | 686.00 |
| 010 | 01050503 | 727016 | | CODE ENFORCEMENT - MEDICARE FRINGES | 455.00 |
| 010 | 01080005 | 727016 | | PUBLIC WORKS ADMIN - MEDICARE FRINGES | 68.00 |
| 010 | 0108011 | 727016 | | WQ/CONSERVATION/ENVIRONMENTAL - MEDICARE FRINGE | 54.00 |
| 010 | 0108012 | 727016 | | TRAFFIC & TRANSPORTATION - MEDICARE FRINGES | 880.00 |
| 010 | 01080801 | 727016 | | ENGINEERING SERVICES - MEDICARE FRINGES | 1,052.00 |
| 100 | 10045451 | 727016 | | HARBOR DEPARTMENT - MEDICARE FRINGES | 326.00 |
| 160 | 16003 | 727016 | | ENVIRONMENTAL LIAB NON OP - MEDICARE FRINGES | 43.00 |
| 701 | 7019052 | 727016 | | WATER SYSTEM SERVICE - MEDICARE FRINGES | 32.00 |
| 764 | 76420203 | 727016 | | CITY MGR INFORMTN TECHNOLOGY - MEDICARE FRINGES | 980.00 |
| 010 | 01030302 | 721001 | | FINANCIAL REPORTING - CAFETERIA ALLOWANCE FT | 3,600.00 |
| 010 | 0105041 | 721001 | | INSPECTIONS - CAFETERIA ALLOWANCE FT | 16,577.00 |
| 010 | 0105042 | 721001 | | PLAN CHECKS/PERMITS - CAFETERIA ALLOWANCE FT | 12,556.00 |
| 010 | 01050501 | 721001 | | PLANNING - CAFETERIA ALLOWANCE FT | 7,200.00 |
| 010 | 01050503 | 721001 | | CODE ENFORCEMENT - CAFETERIA ALLOWANCE FT | 6,488.00 |
| 010 | 0108011 | 721001 | | WQ/CONSERVATION/ENVIRONMENTAL - CAFETERIA ALLOW | 3,600.00 |
| 010 | 0108012 | 721001 | | TRAFFIC & TRANSPORTATION - CAFETERIA ALLOWANCE FT | 3,600.00 |
| 010 | 01080801 | 721001 | | ENGINEERING SERVICES - CAFETERIA ALLOWANCE FT | 21,279.00 |

| Fund # | Org | Object | Project | Description | Increase or (Decrease) $ |
|---|---|---|---|---|---|
| 100 | 10045451 | 721001 | | HARBOR DEPARTMENT - CAFETERIA ALLOWANCE FT | 3,600.00 |
| 764 | 76420203 | 721001 | | CITY MGR INFORMTN TECHNOLOGY - CAFETERIA ALLOWANC | 8,694.00 |
| 010 | 01030302 | 713001 | | FINANCIAL REPORTING - OVERTIME MISC & 1/2 TIME | 1,104.00 |
| 010 | 0103031 | 713001 | | REVENUE SERVICES - OVERTIME MISC & 1/2 TIME | 9.00 |
| 010 | 0105041 | 713001 | | INSPECTIONS - OVERTIME MISC & 1/2 TIME | 3,992.00 |
| 010 | 0105042 | 713001 | | PLAN CHECKS/PERMITS - OVERTIME MISC & 1/2 TIME | 6,248.00 |
| 010 | 01050501 | 713001 | | PLANNING - OVERTIME MISC & 1/2 TIME | 335.00 |
| 010 | 01050503 | 713001 | | CODE ENFORCEMENT - OVERTIME MISC & 1/2 TIME | 41.00 |
| 010 | 0108012 | 713001 | | TRAFFIC & TRANSPORTATION - OVERTIME MISC & 1/2 TIME | 892.00 |
| 010 | 0108051 | 713001 | | REFUSE - OVERTIME MISC & 1/2 TIME | 70.00 |
| 010 | 01080801 | 713001 | | ENGINEERING SERVICES - OVERTIME MISC & 1/2 TIME | 11,497.00 |
| 100 | 10045451 | 713001 | | HARBOR DEPARTMENT - OVERTIME MISC & 1/2 TIME | 275.00 |
| 764 | 76420203 | 713001 | | CITY MGR INFORMTN TECHNOLOGY - OVERTIME MISC & 1/2 | 503.00 |
| 764 | 76420203 | 713009 | | CITY MGR INFORMTN TECHNOLOGY - STAND BY PAY | 35,222.00 |
| | | | | - | |
| | | | | Subtotal | $ 1,036,295.00 |

**FUND BALANCE**

| Fund # | Object | Description | Increase or (Decrease) $ |
|---|---|---|---|
| 010 | 300000 | GENERAL FUND - FUND BALANCE CONTROL | **(809,956.00)** |
| 100 | 300000 | TIDE & SUBMERGED LANDS FUND - FUND BALANCE CONTROL | (43,861.00) |
| 160 | 300000 | ENVIRONMENTAL LIABILITY FUND - FUND BALANCE CONTROL | (5,213.00) |
| 701 | 300000 | WATER ENTERPRISE FUND - FUND BALANCE CONTROL | (5,564.00) |
| 764 | 300001 | IT ISF - UNAPPROPRIATED SURPLUS | (171,701.00) |
| | | Subtotal | **$ (1,036,295.00)** |

***Fund Balance Change Required***

Received After Agenda Printed
July 8, 2025
Written Comments

# July 8, 2025, City Council Agenda Comments

The following comments on items on the Newport Beach City Council agenda are submitted by:
Jim Mosher ( jimmosher@yahoo.com ), 2210 Private Road, Newport Beach 92660 (949-548-6229)

## *Item 1. Minutes for the June 24, 2025 City Council Meeting*

The passages shown in *italics* below are from the draft minutes with suggested corrections shown in ***~~strikeout~~*** ***underline*** format. The page numbers refer to Volume 66.

**Page 339**, Item III: **The title "III. PUBLIC COMMENTS" is misplaced**.

The video shows Item III consisted solely of a reading of the notice regarding public comments by the Interim City Clerk, and seems to have been relocated in the agenda sequence by the Mayor. The clock visible on the wall confirms the reading took place after the Council returned at 4:30 p.m. from a brief recess and was not part of the earlier study session. **It occurred between Items "VI. ROLL CALL" and "VII. INVOCATION." and should be so indicated in the minutes, not at the location shown in the draft.**

The public comment listed under the "III. PUBLIC COMMENTS" heading in the draft was not in response to the Item III reading. It occurred before 4:30 p.m. and was part of study session Item SS2. **Moving the Item III heading (but not the comment) to its proper location later in the agenda will correct that error**.

**Page 339**, paragraph 2 from end (part of the misplaced comments described above), last sentence: "*He also noted, independent of his role on the General Plan Advisory Committee, that* ***~~there are additional materials linked~~*** *at the end of the AAM staff report* ***~~that are~~*** ***there is a link to a page with*** *very helpful* ***additional information****, including a link to a video of a symposium held in Palm Springs containing an in-depth discussion about AAM*."

[**comment**: I suspect the reason the staff report did not directly link to the additional materials, but, insteading, linked to a separate webpage ("newportbeachca.gov/AAM") containing links to the material is that, for reasons unknown to me, when staff reports (and comments such as this) get archived to the City's Laserfiche permanent storage system, the hyperlinks within them continue to display as hyperlinks, but become non-functional and (frustratingly) cannot be used unless the URL is spelled out in full for copying and pasting into a web browser. In the case of the AAM video, the URL is 81 characters long and likely could not have been displayed, in full, on a single line of the staff report.]

**Page 347**, last appointment item:

"*3. Interim City Clerk Perry read the ballot votes for the City Arts Commission as follows:*

*David Anastos – Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand*
*Rita Goldberg - Grant****, Kleiman, Weigand***
*Melissa Kandel - Barto, Blom, Grant,* ***~~Kleiman,~~*** *Stapleton, Weber, Weigand*
*Tiare Meegan - Barto, Blom, Kleiman, Stapleton, Weber****~~, Weigand~~***
*Laurel* ***~~Tipett~~*** ***Tippett*** *- Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand*

*Interim City Clerk Perry announced that David Anastos, Melissa Kandel, Tiare Meegan, and Laurel Tippett were appointed to the City Arts Commission*."

[**comment**: As of this writing, the ballots have not been copied to the meeting agenda's Laserfiche archive, but the votes shown in the draft minutes differ from those read at the meeting (as recorded in the video) as shown. In addition to correcting the misspelling of "Tippett" and the votes, it might be noted that the staff report indicated three of the City Arts Commission appointments were for terms ending in 2029 and one for a term ending in 2026.[1] Neither the Council nor the Clerk indicated which appointees were being appointed to which terms. The tradition seems to have been the appointee with the least votes gets the shortest term. In this case, that would be Tiare Meegan. However, since this was not discussed it is not clear that was the intent here.]

## *Item 4. Resolution No. 2025-41: Adopting a Memorandum of Understanding with the Newport Beach Professional and Technical Employees Association and Associated Salary Schedule*

It is a bit confusing since there may be more than one version of the Council agenda posted in more than one place, but it appears that as of July 7, the MOU being presented for approval on July 8 as Attachment A to Resolution No. 2025-41 and promised to be "available for viewing prior to the meeting" is not yet available for viewing.

This is particularly strange since a version of what purported to be the MOU was presented for review at the June 24 Council meeting. Is the present "Attachment A" any different from that? Why has it not been provided?

## *Item 5. Resolution No. 2025-42: Adopting a Memorandum of Understanding with the Newport Beach Police Management Association and the Associated Salary Schedule*

Unlike agenda Item 4, the MOU being presented for possible adoption is included in the packet.

What is peculiar about this one is that the document history on page 5-38 indicates the Mayor signed it on July 3, without the Council having acted on the item or having given the Mayor authority to sign.

---

[1] Retaining the ending dates of the board & commissioners' 4-year terms is important to ensuring a gradual replacement of position holders rather than a wholesale replacement in any one year. The original City Charter Section 702, approved by voters on June 8, 1954, required the original members of 5-member boards to arrange themselves into something like a 1-1-1-2 pattern of yearly appointment numbers, and 7-member boards into a 1-2-2-2 pattern. Apparently in connection with a measure to expand the Planning Commission to nine members,, this was changed less than a year later when, at the April 10, 1955, Municipal election, voters approved an amendment requiring at least 1 appointment each year, but allowing up to 3. When the seven-member City Arts Commission was created by a Charter amendment that was part of Proposition 1 at the April 9, 1974, election, the original members may have used that to organize their terms into a 1-1-2-3 annual appointment structure (an additional Charter amendment in 1992 gave the Council discretion to change the number of members of the Arts Commission – and only it – by ordinance or resolution, but it is unclear if that has ever been used).The massive Charter changes wrought by Measure EE in 2012 rewrote Section 702, vaguely leaving the appointment rotation structure of new boards and commissions completely to the discretion of the Council at the time of the initial appointments.

## *Item 6. Resolution No. 2025-43: Requesting a CalPERS Contract Amendment to Eliminate Section 20516(a) Cost Sharing for Citywide Miscellaneous Tier I Employees*

The staff report indicates that getting this amendment initiated "is a matter of great urgency" because of pending contract negotiations, but is less clear about the status of the cost sharing between now and when the amendment is completed, which it anticipates will be "at least a few months" away (and it says nothing about the amendment, if approved, being retroactive).

Who will be paying the cost sharing amounts between now and then if the contracts with the employee groups say one thing and the contract with CalPERS says something different? Or are the employee contracts being written in such a way that they will pay whatever the CalPERS contract says (in other words, make no change in cost sharing obligations until after a change to the CalPERS contract is completed)?

## *Item 7. Approval of a Professional Services Agreement with Arts Orange County to Manage Phase X of the Sculpture Exhibition in Civic Center Park*

The staff report implies the contractor will be working to a timeline set by the City Arts Commission.

Since the contract does not seem to have been posted in a machine-readable format, it is a little difficult for me to verify, but I don't think the expectation that the contractor will be working to an Arts Commission dictated timeline is part of the contract.

Another concern is with the agreement, in the Scope of Services on page 7-17, of the Community Input process by which applications for inclusion in the exhibition become part of the public survey determining the final selections. While there may be a need to reduce the entries to a manageable number for the public to evaluate, I believe that at one time the Commission's role in that was limited to eliminating entries that were unsuitable for objective reasons (such as use of materials not suitable for 2- or 3-year outdoor display). As has happened in recent years, Section 3.2 of the proposed Scope of Services appears to give the Commission unlimited authority to restrict the public survey to pieces that meet the Commission's tastes.

To avoid the public being given no real choice, shouldn't the contract set a minimum number of entries to be presented for consideration by the public?

## *Item 8. Irrigation Controller Replacement Phase 2 - Notice of Completion for Contract No. 9735-1 (25P02)*

This contract seems remarkable in that it was completed, according to this report, at the exact original contract price (not a penny more or less).

That contract, as approved as Item 5 at the March 25, 2025, meeting, included a 5% contingency, but did not allow extra compensation for unforeseen difficulties. Usually there are either cost savings found or change orders made, but apparently there were none here.

It also seems remarkable that the work was completed in 29 days when 120 were allowed.

## *Item 9. Tentative Memorandum of Understanding with Newport Beach Lifeguard Management Association (NBLMA)*

The effort to provide a redline of the proposed MOU for review prior to final action on it at a future meeting is commendable.

However, and while I may be confused due to possibly different versions of Council agenda posted at different locations, as of July 7, I have been unable to find the proposed MOU, but only a promise it "*will be available for viewing prior to the meeting*."

## *Item 14. General Plan Update Steering Committee (GPUSC) Bi-Monthly Update to the City Council*

As a member of GPAC, but commenting as a private citizen, I would observe, as must be obvious, that it has been more than two months since the last GPUSC "bi-monthly" update to the City Council. As the report alludes to, I suspect the delay may have been due, in part, to the Council's decision in January and February to terminate all the existing GPAC appointments and re-appoint 24 of them. I can say personally that this had a quite demoralizing effect and significantly, and unnecessarily, delayed the effort. It also resulted in the loss of two of the most highly engaged members.

Partially as a result of this, I believe the Council will ultimately be receiving a largely staff and consultant written General Plan, with relatively small pieces subjected to citizen review. Absent so far has been any real effort to compare the staff/consultant proposals to the current plan, highlighting what is new and what has been removed, and why. I hope that will be included when something eventually gets to the Council.

Speaking as a citizen who attended all but one of the workshops detailed in Attachment B, I would observe participation was considerably less "robust" than it may appear from the report. At the earlier workshops, the few unaffiliated citizens in attendance were far outnumbered by staff, consultants and GPAC members. And even counting better attendance at the final one, the fraction of the Newport Beach population providing input remains extremely small. Participation through the Newport, Together website also appears to have been minimal, suggesting most of the public may not even be aware of the update effort. It looks like no comments have been added through it since December, and very few before that.

## *Item 17. Fourth Amended and Restated Employment Agreement for City Manager*

This proposed Agreement, which was apparently developed in closed session, strikes me as fiscally irresponsible.

The City already has a contract for Grace Leung's services through December 30, 2026. That contract provides for no extra or continuing compensation in the event she voluntarily ceases to provide those services; that is, if she retires prior to its end, such as on December 30, 2025. While it is true the existing contract provides an extremely generous severance package should the Council involuntarily terminate Ms. Leung prior that Agreement's normal end, Council members have repeatedly praised her performance.

The present proposal allows Ms. Leung to leave at the end of 2025, yet be paid, in effect, through the end of calendar year 2026, without having to provide any services to the City during that final year of the current contract – a year in which City taxpayers will have to pay a different, and possibly higher-paid City Manager to provide the services that Ms. Leung will effectively be paid for but not providing.

Given the Council's public praise of Ms. Leung, I see no reason to alter the existing contract and put taxpayers to this extra expense. If Ms. Leung wishes to retire on December 26, that is her choice, but neither the Council, nor Newport Beach taxpayers, should be under any obligation to pay her anything extra for doing so.

Should the Council, alternatively, regard this as a retirement gift – a bonus for extraordinary service during her tenure here – I believe that would run afoul of the California Contsitution's Article XI, Section 10 prohibition against cities, including charter cities,[2] granting extra compensation for work contracted for and already performed. As we have been frequently reminded, California courts have carved out exceptions to this rule allowing retroactive adjustments during a time of contract negotiation, but that is not the circumstance here, since this does not seem in any way related to retaining or continuing service. Similarly, we have been reminded that charter cities are not *prohibited* from making gifts of public funds unless such a restriction is self-imposed in its charter. But not being *prohibited* in general does not mean they are *allowed* to make a gift expressly precluded by the Constitution.

Given all this, if the public praise was insincere, and the Council has found some reason it wants to terminate Ms. Leung, but cannot do so "for cause,"[3] then the staff report should clearly lay out the options available. Of particular interest would be how the cost to taxpayers of an involuntary separation on December 26, 2025 (or some earlier or later date), subject to the existing severance provisions, compares to the cost of the present proposal.

## *Item 18. Eighth Amended and Restated Employment Agreement for City Attorney*

It would have been helpful to provide a redline of the current agreement (contract C-7034-5) compared to this proposed one.

I also have trouble deducing from either the staff report or Attachment C how the annual cost of the proposed agreement compares to the cost expected under the existing agreement.

In view of the previous agenda item, the Council might wish to reconsider the extremely generous severance packages it is offering its employees. In the present case, the proposal will apparently roll back to 12 months the existing promise of 18 months severance, which roll-back, without the amendment, would not have happened until March 2026. However, one might wonder why even 12 months is being offered? It seems to significantly restrain the Council's ability to change employees even when it thinks a change would benefit the City.

---

[2] The otherwise plenary authority to set employee compensation granted to charter cities by Section 5 is expressly limited, in that section, by the other provisions of Article XI.

[3] Under the current Agreement, a "for cause" separation requires no additional compensation of any kind to be paid beyond the separation date.

CITY OF

# NEWPORT BEACH

## City Council Staff Report

July 8, 2025
Agenda Item No. 5

| | |
|---|---|
| **TO:** | HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL |
| **FROM:** | Grace K. Leung, City Manager - 949-644-3001, gleung@newportbeachca.gov |
| **PREPARED BY:** | Barbara J. Salvini, Human Resources Director – 949-644-3259, bsalvini@newportbeachca.gov |
| **TITLE:** | Resolution No. 2025-42: Adopting a Memorandum of Understanding with the Newport Beach Police Management Association (NBPMA) and Associated Salary Schedule |


**ABSTRACT:**

The Tentative Agreement regarding a Memorandum of Understanding (MOU) between the City of Newport Beach and the Newport Beach Police Management Association (NBPMA or Association) was presented at the City Council's June 24, 2025, regular meeting to provide the City Council and the community an opportunity to consider the terms and costs of the agreement.

The proposed MOU is now presented for the City Council's adoption (or rejection) and is the final step in the meet and confer process with the NBPMA. The associated salary schedules are included along with the recommendation for approval of the MOU. The attached budget amendment, Budget Amendment No. 26-005, appropriates $1,693,275 in funding to implement the costs associated with the agreement for the upcoming fiscal year.


**RECOMMENDATION:**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

b) Adopt Resolution No. 2025-42, *A Resolution of the City Council of the City of Newport Beach, California, Adopting a Memorandum of Understanding Between the City of Newport Beach and the City of Newport Beach Police Management Association and Amending the Salary Schedule for the Association Unit Members, Police Chief, and Assistant Police Chief*; and

c) Approve Budget Amendment No. 26-005 appropriating $1,693,275 in increased expenditures in various City division salary and benefit accounts from unappropriated General Fund balance.

**DISCUSSION:**

*The following discussion was provided, in part, with the June 24, 2025, staff report and is included here for reference:*

The NBPMA is an exclusively recognized bargaining unit representing the full-time police lieutenant and police sergeant management classifications, for a total of 33 budgeted positions. During negotiations, City staff members, NBPMA members, and respective legal representatives discussed wage adjustments, the medical cafeteria allowance and structure, assignment pays, certificate pays, and other non-economic matters.

Key provisions of the proposed MOU between the City and NBPMA include:

- Term: July 1, 2025, through June 30, 2028.
- Salary Adjustments:
  - Year One – 4%
  - Year Two – 4%
  - Year Three – 4%
- Equity Adjustments:
  - Sergeants – 9%
  - Lieutenants – 11%
- Flex Leave: Amend the MOU to match the flex leave accrual rate received by members of the Newport Beach Police Association.
- Holiday Time: All holiday time will be paid out in cash.
- Medical Insurance: The City will contribute $1,924 per month (plus the minimum CalPERS participating employee contribution) to each member's cafeteria plan.
- Employee Retirement Contributions: Effective June 14, 2025, employee retirement contributions will adjust as follows:
  - Tiers I & II – 13.6% of compensation earnable
  - Tier III – 13.6% of pensionable compensation or half the normal cost, whichever is higher
- Addition / Modification of Certain Certification Pays
- Addition of Special Assignment Pays (S.W.A.T., Detectives, Crises Negotiator)

The City Council reviewed the Tentative Agreement and proposed MOU with the NBPMA at its regular meeting on June 24, 2025, after which the costing information and proposed revisions to the MOU were posted for public review on the City's website. A final version of the successor MOU is being presented in accordance with Government Code §3505.1. The total cost of the NBPMA MOU is estimated to be $6,769,022.

Although the Police Chief has an employment agreement with the city, certain salary range adjustments are outlined in the Key and Management Compensation Plan ("Plan"). The assistant police chief classification is also included in the Plan as an Administrative Management – Safety position. According to the Plan, salary adjustments for the police chief and safety assistant police chief classifications are tied to the salary adjustments received by Police Management Association Lieutenants. The proposed salary adjustments to the police chief and safety assistant police chief salary ranges are shown in Attachments D and E and recommended for adoption in Resolution No. 2025-42.

**FISCAL IMPACT:**

Detailed cost information is provided in Attachment F. Since the MOU covers the period from July 1, 2025, through June 30, 2028, it will result in the following annual fiscal impacts to implement the terms of the agreement, totaling $6,769,022:

| Fiscal Year | Amount |
|---|---|
| **2025/26** | 1,855,079 |
| **2026/27** | 2,251,061 |
| **2027/28** | 2,662,882 |
| | **6,769,022** |

A budget amendment is required to appropriate $1,693,275 from unappropriated fund balances to implement the agreement for Fiscal Year 2025-26. The MOU for the PMA is funded by the General Fund.

**ENVIRONMENTAL REVIEW:**

Staff recommends the City Council find this action 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, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**NOTICING:**

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

**ATTACHMENTS:**

Attachment A – Resolution No. 2025-42
Attachment B – Exhibit A to Attachment A (NBPMA MOU)
Attachment C – Exhibit B to Attachment A (Salary Schedule)
Attachment D – Exhibit C to Attachment A (Police Chief Salary Schedule)
Attachment E – Exhibit D to Attachment A (Assistant Police Chief Salary Schedule)
Attachment F – Estimated Cost of Contract with NBPMA
Attachment G – Budget Amendment No. 26-005

**ATTACHMENT A**

# RESOLUTION 2025- 42

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEWPORT BEACH AND THE NEWPORT BEACH POLICE MANAGEMENT ASSOCIATION AND AMENDING THE SALARY SCHEDULE FOR THE ASSOCIATION UNIT MEMBERS, POLICE CHIEF, AND ASSISTANT POLICE CHIEF**

**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 employee associations to foster improved relations while balancing good management practices;

**WHEREAS**, the City previously entered into a Memorandum of Understanding ("MOU") with the Newport Beach Police Management Association ("NBPMA") a recognized organization, for the term of July 1, 2022 through June 30, 2026;

**WHEREAS**, representatives from the City and NBPMA met and conferred in good faith and reached a tentative agreement on wages, benefits and other terms and conditions of employment, which are memorialized in the Memorandum of Understanding between the City and NBPMA ("Memorandum of Understanding") attached hereto as Exhibit A and incorporated herein by this reference;

**WHEREAS**, NBPMA has voted to approve the Memorandum of Understanding;

**WHEREAS**, City of Newport Beach Charter Section 601 requires the City Council to provide the number, titles, qualifications, powers, duties and compensation of all officers and employees of the City;

**WHEREAS**, Newport Beach Municipal Code Section 2.28.010 (Establishment of Classification and Salary Ranges) provides, upon recommendation of the City Manager, the City Council may establish by resolution the salary range or rate for each position;

**WHEREAS**, by adopting this resolution, the City Council intends to amend the salary schedule for NBPMA unit members so as to be in conformance with the Memorandum of Understanding;

**WHEREAS**, the City Manager has reviewed the changes to the salary schedule for NBPMA, the Police Chief and Assistant Police Chief and recommends approval;

**WHEREAS**, the City Council received and considered the Memorandum of Understanding at its regular meeting on June 24, 2025;

**WHEREAS**, by adopting this resolution, the City Council intends to amend the salary schedule for NBPMA unit members to be in conformance with the Memorandum of Understanding and to amend the salary schedule for the Police Chief and Assistant Police Chief classification to be in conformance with the Key & Management Plan and the Police Chief's Employment Agreement; and,

**WHEREAS**, by adopting this resolution, the City Council also desires to replace the 2022-2026 MOU between the City and NBPMA by adopting the Memorandum of Understanding attached hereto as Exhibit A to serve as the successor agreement between the City and NBPMA for the period June 28, 2025 through June 30, 2028.

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

**Section 1:** The City Council hereby approves, and authorizes the Mayor to execute the Memorandum of Understanding attached hereto as Exhibit A. The wages, hours, fringe benefits, and other terms and conditions of employment for employees represented by NBPMA shall be provided in accordance with the provisions of the Memorandum of Understanding, which shall serve as the successor agreement between the City and NBPMA for the period June 28, 2025 through June 30, 2028.

**Section 2:** The City's salary schedule shall be modified to be consistent with this resolution, the Memorandum of Understanding, Exhibit A, the Memorandum of Understanding - Salary Schedule, Exhibit B, the salary schedule for the Police Chief, Exhibit C, and the salary schedule for the Assistant Police Chief, Exhibit D, all of which shall be effective as of June 28, 2025, and are incorporated herein by this reference. Any resolution, or part thereof, in conflict with this resolution shall be of no effect.

**Section 3:** The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

**Section 4:** 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 5:** 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 6:** 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 8th day of July, 2025.

_____
Joe Stapleton
Mayor

**ATTEST:**

_____
Molly Perry
Interim City Clerk

**APPROVED AS TO FORM:**
CITY ATTORNEY'S OFFICE

_____
Aaron C. Harp
City Attorney

Exhibit A - Memorandum of Understanding
Exhibit B - Memorandum of Understanding Salary Schedule
Exhibit C - Police Chief Salary Schedule
Exhibit D - Assistant Police Chief Salary Schedule

**Exhibit A**

**(NBPMA MOU)**

The attachment will be available for viewing prior to the meeting.

MEMORANDUM OF UNDERSTANDING BETWEEN

THE CITY OF NEWPORT BEACH AND

THE NEWPORT BEACH POLICE MANAGEMENT ASSOCIATION

*June 28,* 2025 through June 30, 2028

# Table of Contents

**SECTION 1. - GENERAL PROVISIONS ..... 3**

RECOGNITION ..... 3
TERM ..... 3
RELEASE TIME ..... 3
SCOPE ..... 4
CONCLUSIVENESS ..... 5
MODIFICATIONS ..... 5
BULLETIN BOARDS ..... 5
NO STRIKE ..... 5
SAVINGS ..... 6
IMPASSE ..... 6

**SECTION 2. - COMPENSATION ..... 6**

SALARY ADJUSTMENTS - THIS MOU PERIOD ..... 6
CODE SEVEN/DUTY INCENTIVE TIME ..... 7
*ADVANCED POST CERTIFICATION* ..... 7
OVERTIME ..... 7
UNIFORM ALLOWANCE ..... 9
SCHOLASTIC ACHIEVEMENT PAY ..... 9
SPECIAL LEADERSHIP COMPENSATION (SLC) ..... 10
LONGEVITY PAY ..... 10
JULY 4TH ..... 10
BILINGUAL PAY ..... 11
MOTORCYCLE ASSIGNMENT ..... 11
*SPECIAL ASSIGNMENT PAY* ..... 11

**SECTION 3. - LEAVES ..... 12**

FLEX LEAVE ..... 12
HOLIDAY TIME ..... 13
BEREAVEMENT LEAVE ..... 14
LEAVE SELLBACK ..... 14
SCHEDULING OF MEDICAL TREATMENT FOR INDUSTRIAL INJURIES ..... 14
NON-ACCRUING LEAVE BANK ..... 14

**SECTION 4. - FRINGE BENEFITS ..... 15**

HEALTH INSURANCE ..... 15
ADDITIONAL INSURANCE/PROGRAMS ..... 16
EMPLOYEE ASSISTANCE PROGRAM ..... 17
RETIREMENT BENEFITS ..... 17
RETIREE MEDICAL BENEFIT ..... 19
DEFERRED COMPENSATION ..... 22
TUITION REIMBURSEMENT ..... 23
PHYSICAL FITNESS QUALIFIER ..... 23

**SECTION 5. - MISCELLANEOUS PROVISIONS ..... 23**

REDUCTIONS IN FORCE/LAYOFFS ..... 23
SCHEDULE ..... 25
GRIEVANCE PROCEDURE ..... 25

DIRECT DEPOSIT ..... 27
CONTRACT NEGOTIATIONS ..... 27
RECOUPMENT OF OVERPAYMENTS ..... 28
FUNERAL EXPENSES ..... 28

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEWPORT BEACH AND NEWPORT BEACH POLICE MANAGEMENT ASSOCIATION**

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is entered into with reference to the following:

## PREAMBLE

The Newport Beach Police Management Association ("NBPMA" or "Association"), a recognized employee organization, and the City of Newport Beach ("City"), a municipal corporation and charter city, have been meeting and conferring, in good faith, with respect to wages, hours, fringe benefits and other terms and conditions of employment.

This MOU, upon approval by NBPMA and the Newport Beach City Council, represents the total and complete understanding and agreement between the parties regarding all matters set forth herein.

## SECTION 1. - General Provisions

### A. RECOGNITION

In accordance with the provisions of the Charter of the City of Newport Beach, the Meyers- Milias-Brown Act of the State of California and the provisions of the Employer's/Employee Labor Relations Resolution No.2001-50, the City acknowledges that NBPMA is the majority representative for the purpose of meeting and conferring regarding wages, hours and other terms and conditions of employment for all employees in the classification of Police Sergeant and Police Lieutenant

### B. TERM

Except as specifically provided otherwise, any ordinance, resolution or action of the City Council necessary to implement this MOU shall be considered effective as of June 28, 2025. This MOU shall remain in full force and effect until June 30, 2028, and the provisions of this MOU shall continue after the date of expiration of this MOU in the event the parties are meeting and conferring on a successor MOU.

### C. RELEASE TIME

1. NBPMA members shall be allowed to participate in the following activities during scheduled working hours without loss of pay ("Release Time"):

    a. Attendance at meetings, conferences, seminars or workshops related to matters within the scope of representation.

    b. To prepare for, travel to, and attend scheduled meetings between the City and NBPMA during the meet and confer process.

    c. To travel to and attend scheduled grievance and disciplinary hearings.

d. To meet, for up to one (1) hour, with their representative prior to a hearing described in (c) above.

2. City grants NBPMA one hundred (100) hours of Release Time per calendar year to engage in the activities described in subsection 1 (a). NBPMA may accumulate up to three hundred (300) hours of City-provided Release Time.

3. City grants NBPMA members the right to engage in the activities described in subsections 1 (b), (c), and (d) at any time without reduction to the Release Time granted in subsection 2.

4. NBPMA shall designate certain members as those members entitled to Release Time. In no event shall any one designate be entitled to use more than one hundred (100) hours of Release Time (exclusive of actual time spent meeting with City representatives on matters relating to the scope of representation), within any calendar year. Designates must give reasonable advance notice to, and obtain permission from, their supervisor prior to use of Release Time, or, prior to adjusting work hours per subsection 4(a). Requests for Release Time shall be granted by the supervisor unless there are specific circumstances that require the designate to remain on duty. Designates shall, to the maximum extent feasible, receive shift assignments compatible with participation in the meet and confer process.

    a. Any NBPMA negotiating team member may request and shall (subject to the approval process above) be granted flex work hours on any scheduled workday during which the negotiating team member is to attend a meet and confer session. Employees may flex start/finish time up to two (2) hours.

D. SCOPE

1. The terms and conditions of this MOU shall prevail over conflicting provisions of the Newport Beach City Charter, the ordinances, resolutions, policies of the City of Newport Beach, federal and state statutes, rules and regulations, which either specifically provide that agreements such as this prevail, confer rights which may be waived by any collective bargaining agreement, or are, pursuant to decisional or statutory law, superseded by the provisions of an agreement similar to this MOU.

2. All present written rules and current established practices and employees' rights, privileges and benefits that are within the scope of representation shall remain in full force and effect during the term of this MOU unless specifically amended by the provisions of this MOU.

3. Pursuant to this MOU, the City reserves and retains all of its inherent exclusive and non-exclusive managerial rights, powers, functions and authorities ("Management Rights") as set forth in Resolution No.2001-50. Management Rights include, but are not limited to, the following:

    a. The determination of the purposes and functions of the Police Department;

    b. The establishment of standards of service;

    c. To assign work to employees as deemed appropriate;

d. The direction and supervision of its employees;

e. The discipline of employees;

f. The power to relieve employees from duty for lack of work or other legitimate reasons;

g. To maintain the efficiency of operations;

h. To determine the methods, means and personnel by which Police Department operations are to be conducted;

i. The right to take all necessary actions to fulfill the Police Department's responsibilities in the event of an emergency;

j. The exercise of complete control and discretion over the manner of organization, and the appropriate technology, best suited to the performance of departmental functions.

The practical consequences of a Management Rights decision on wages, hours, and other terms and conditions of employment shall be subject to the grievance procedures.

## E. CONCLUSIVENESS

This MOU contains all of the covenants, stipulations, and provisions agreed upon by the parties. Therefore, for the term of this MOU, neither party shall be compelled, and each party expressly waives its rights to request the other to meet and confer concerning any issue relating primarily to matters within the scope of representation except as expressly provided herein or by mutual agreement of the parties. No representative of either party has the authority to make, and none of the parties shall be bound by, any statement, representation or agreement reached prior to the execution of this MOU and not set forth herein.

## F. MODIFICATIONS

Any agreement, alteration, understanding, variation, or waiver or modification of any of the terms or provisions of this MOU shall not be binding upon the parties unless contained in a written document executed by authorized representatives of the parties.

## G. BULLETIN BOARDS

Space shall be provided on bulletin boards within the Police Department at their present location for the posting of notices and bulletins relating to NBPMA business, meetings, or events. All materials posted on bulletin boards by the NBPMA shall indicate that the NBPMA posted it. Material posted shall not contain personal attacks on any City official or employee, any material which constitutes harassment, discrimination or retaliation on the basis of any protected class under the law or other statutorily or constitutionally impermissible basis, or any pornographic or obscene material.

## H. NO STRIKE

The parties recognize their mutual responsibility to provide the citizens of Newport Beach with uninterrupted municipal services and, therefore, for the term of this MOU, the parties agree not to conduct concerted strike, work slowdown, sick out, withholding of services, or lockout activities.

I. SAVINGS

If any provision of this MOU shall be held invalid by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by court action, or other established governmental administrative tribunal, the remainder of this MOU shall not be affected, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

J. IMPASSE

In the event of an impasse (the failure to agree on a new MOU after the express term of the existing MOU has expired), the parties may agree on mediation pursuant to the procedure outlined in Section 16 of Resolution No. 2001-50 or a successor resolution.

## SECTION 2. - Compensation

A. SALARY ADJUSTMENTS - THIS MOU PERIOD

Base salary increases for all NBPMA represented classifications shall be as follows and as specified in Exhibit A:

1. Effective *June 28, 2025*, there shall be a base salary increase of *four* percent (4.0%) for all classifications in the bargaining unit *This salary increase includes the three percent (3%) increase originally scheduled for the beginning of the pay period following July 1, 2025 pursuant to the preceding MOU and an additional non-compounding one percent (1%) salary increase.*

2. Effective the *beginning of the* first *full* pay period following July 1, 2026, there shall be a base salary increase of *four* percent (4.0%) for all classifications in the bargaining unit.

3. Effective the *beginning of the* first *full* pay period following July 1, 2027, there shall be a base salary increase of *four* percent (4.0%) for all classifications in the bargaining unit.

4. *Equity Adjustments*

    a. *Effective June 28, 2025, there shall be an additional base salary increase of nine percent (9.0%) for all Police Sergeants in the bargaining unit. This increase shall not compound with the simultaneous base salary increases provided above in Section 2.A.1.*

    b. *Effective June 28, 2025, there shall be a base salary increase of eleven percent (11.0%) for all Police Lieutenants in the bargaining unit. This increase shall not compound with the simultaneous base salary increases provided above in Section 2.A.1.*

B. CODE SEVEN/DUTY INCENTIVE TIME

Employees in the Unit receive a paid meal period (aka "Code Seven" time). By being paid for a meal period, each employee in the unit must be available to respond to any work-related request, emergency or call for service during his/her meal period.

C. *ADVANCED POST CERTIFICATION*

*Effective June 28, 2025, employees shall receive five and one quarter percent (5.25%) of base salary paid in each pay period upon earning an Advanced POST Certificate, Supervisory POST and/or Management POST. These certificate pays are not stackable.*

*When an employee qualifies for and has applied for any of the above POST Certificates for the first time, the employee shall provide the City's Human Resources Department with proof of the applicable POST Certification application submittal. The employee will then be eligible for this pay on the first day of the next pay period after submission to HR.*

*If POST correctly denies the application for the Certification, the employee will be responsible for reimbursing the City for any payments previously received (over the same period the payments were made). The parties agree that to the extent permitted by law, the education pay in this section is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571(a)(2) Peace Officer Standards and Training (POST) Certificate Pay.*

D. OVERTIME

1. All employees in both classifications in the unit shall earn overtime. For Lieutenants, overtime is earned per this MOU *and paid at the MOU overtime rate*. Sergeants who qualify for FLSA overtime shall *be eligible to receive both* FLSA *overtime* (as specifically provided by the FLSA) and MOU overtime. The overtime compensation provided to all employees in the unit shall be at the rate of time and one half (1.5) at the applicable (FLSA or MOU) rate of pay for hours worked in excess of their regularly scheduled shift. Paid time off shall be considered time worked for MOU overtime calculation purposes. No individual rights under the FLSA are waived by this provision.

2. The rate at which Contract (i.e., MOU) Overtime is calculated shall not include the City's Cafeteria Plan Allowance, the opt-out Cafeteria Plan Allowance, or any cash back an employee may receive from the Cafeteria Plan Allowance as set forth in Section 4, by choosing benefits which cost less than the Allowance.

3. Overtime compensation shall be in the form of compensatory time off or pay at the election of the employee. Maximum compensatory time accrual shall be one hundred twenty (120) hours. All overtime worked for employees at the CTO maximum shall be paid.

    a. If the IRS or a court of competent jurisdiction provides guidance concerning recognition of constructive receipt based on the earning of CTO, this MOU will reopen on the issue of CTO and the parties will meet and confer over elimination of constructive receipt. The parties understand that, if the IRS determines there is additional tax liability, that liability will be the responsibility of the individual

taxpayers (employees).

b. CTO will be maintained in two banks (one for FLSA Overtime and one for MOU Overtime). When paid out, CTO earned on MOU overtime will be paid out at the MOU overtime rate and CTO earned on FLSA overtime will be paid out at the regular rate.

4. An employee wishing to use his/her accrued compensatory time off shall provide the City with reasonable notice. Reasonable notice is defined as at least two (2) weeks. If reasonable notice is provided, the employee's request may not be denied unless it is unduly disruptive to the department to grant the request. A request to use compensatory time off without reasonable notice may still be granted within the discretion of the supervisor or manager responsible for considering the request.

5. Overtime Compensation - Court

   a. Compensation - Employees shall receive either compensatory time (subject to the maximum accrual of 120 hours addressed in subsection C2 above) or paid time at their discretion.

   b. On-Call - Off-duty employees on call for court who have not been cancelled prior to the scheduled standby time shall, whether extended or not, be compensated at a rate equal to the actual standby time, with a minimum of one (1) hour paid at time and one-half (1.5) at the MOU overtime rate of pay.

   c. Appearance - Off-duty employees who are required to appear in court shall be compensated for the actual time involved with a minimum of four (4) hours paid at time and one-half the FLSA rate of pay. This minimum four (4) hour payment assumes that the time the employee who is required to appear in court is outside his/her regular work hours. If the time the employee is in court overlaps any part of the employee's regular work hours, the employee will receive his/her regular pay plus any additional overtime compensation (at time and one half) for hours which fell outside regular work hours. Employees appearing in court after being on call the same day shall be compensated from the time listed on the subpoena until released by the court.

      Compensation for hours worked begins when the employee starts driving to court. However, when the employee is called on the same day and directed to leave his/her location to come to court, compensation for hours worked begins when the employee receives the call. Compensation for hours worked ends when the employee has completed the time in court.

   d. Cancellation - Off-duty employees whose court appearance is cancelled with less than twelve (12) hours notice shall receive a payment for one (1) hour of straight time at the MOU overtime rate of pay.

6. With the approval of the Division Commander, NBPMA members assigned to non- shift assignments may work certain holidays if they occur on regularly scheduled work days.

7. Employees in the unit must affirmatively account for their time by specifically accounting

for each days' work with the specific number of hours worked, including the use of appropriate payroll codes for leave, overtime and other purposes.

E. UNIFORM ALLOWANCE

As permissible by law and subject to the provisions and limitations under the Public Employees Retirement Law, including restrictions on reporting uniform allowance as pensionable compensation for "non classic" members hired after January 1, 2013, the City shall report biweekly the value of provided uniforms at One Thousand Three Hundred Fifty Dollars ($1,350) per year, in accordance with CalPERS requirements. The parties agree the reported value of uniforms is intended to reflect clothing such as pants, shirts, jackets, and related attire and excludes health and safety related equipment.

CalPERS Reporting of Uniform Allowance - To the extent permitted by law, the City shall report to CalPERS the uniform allowance for each classification as special compensation in accordance with Title 2, California Code of Regulation, Section 571 (a)(5). Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as pensionable compensation to CalPERS.

F. SCHOLASTIC ACHIEVEMENT PAY

Sworn NBPMA members are entitled to additional compensation contingent upon scholastic achievement ("Scholastic Achievement Pay").

Sworn NBPMA members may apply for increases pursuant to this Section when eligible and scholastic achievement pay shall be included in the member's paycheck for the pay period immediately after approval by the Chief of Police. It is the responsibility of the NBPMA member to apply for Scholastic Achievement Pay. Approval of the member's application shall not be unreasonably withheld or delayed, and the member shall not be entitled to receive Scholastic Achievement Pay prior to the date the application is approved even though the member may have been eligible prior to approval.

NBPMA members shall receive Scholastic Achievement Pay regardless of years of service and in accordance with the City's evaluation and approval process. The number of units and/or degrees received from an accredited college or other approved institution will be paid biweekly as follows:

| 60 Units | 90 Units | BA/BS | MA/MS/JD |
|---|---|---|---|
| 2% | 3% | 7% | 8.5% |

The pays are not cumulative. For example, if a member is receiving seven percent (7%) Scholastic Pay for a bachelor's degree and earns a master's degree, said member shall earn a total of eight-and one-half percent (8.5%) for the higher-level master's degree, not a total of fifteen and one-half percent (15.5%).

Any unit members hired by the City on and after September 12, 2012 shall be ineligible for any Scholastic Achievement Pay based upon having obtained units only.

Police Sergeants hired by the City before September 12, 2012 can qualify for the pay above for

having obtained either 60 or 90 units. Police Lieutenants hired by the City before September 12, 2012 can qualify for the pay above for having obtained 90 units (but not 60 units).

The parties agree that to the extent permitted by law, the Scholastic Achievement Pay in this section is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571(a)(2) and 571.1(b)(2}, Educational Incentive Pay.

G. SPECIAL LEADERSHIP COMPENSATION (SLC)

Individuals who have completed the California Post Supervisory Leadership Institute ("SLI"), Post Command College, the FBI National Academy or Executive Leadership Institute will receive biweekly payments of an additional *four* percent (*4*%) of base pay.

The parties agree that to the extent permitted by law, the Special Leadership Compensation in this section is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571(a)(2) and 571.1(b)(2) Educational Incentive Pay.

H. LONGEVITY PAY

NBPMA members shall earn longevity pay based on the greater of their total continuous years of full-time service with the City of Newport Beach, or their total full-time employment as a sworn law enforcement officer, including up to a maximum of six (6) months' time employed as a police recruit or similar classification in a police training academy as follows and paid biweekly:

| | |
|---|---|
| At least 12 years of service but less than 16 years of service | 0.75% |
| At least 16 years of service but less than 20 years of service | 1.50% |
| At least 20 years of service but less than 25 years of service | 2.25% |
| At least 25 years of service and more | 3.00% |

The parties agree that to the extent permitted by law, the longevity pay in this section is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571(a)(1) and Section 571.1(b)(1) Longevity Pay.

I. JULY 4TH

The Police Department has the discretion to schedule any of its employees to work a regular work day on July 4th, regardless of the day of the week or job assignment. This may include modifying work schedules and/or days off according to deployment needs. All unit members who actually work July 4th will be compensated at the FLSA rate, plus premium pay equal to half (1/2) of the hours actually worked on that day. Employees will be provided their regular number of days off for the month of July (unless otherwise scheduled on an overtime basis), which will be selected/assigned according to the normal practices of their particular work unit. Therefore, if an employee is required to work on July 4 and it is not his/her regular work day, the employee will be scheduled to be off on another day within the work period.

J. BILINGUAL PAY

Employees certified as bilingual (Spanish) shall be eligible to receive Two Hundred Dollars ($200) per month (paid each pay period) in bilingual pay. The existing certification process will confirm that employees are fluent at the street conversational level in speaking, reading and writing Spanish. Employees certified shall receive bilingual pay the first full pay period following certification.

Additional languages may be certified for compensation pursuant to this section by the Chief of Police.

The parties agree that to the extent permitted by law, the Bilingual pay in this section is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) Bilingual Premium.

K. MOTORCYCLE ASSIGNMENT

1. Employees assigned to work as motor officers are entitled to compensation for the off-duty maintenance and servicing of their motorcycles. The Parties acknowledge that the Fair Labor Standards Act (FLSA), which governs the entitlement to compensation for off-duty motorcycle duties, entitles the Parties to agree to a reasonable number of hours per month for such duties. The FLSA also allows the Parties to agree on appropriate compensation for the performance of such off-duty motorcycle duties. It is the intent of the Parties through this Subsection (J) to fully comply with the requirements of the FLSA and that such provisions do comply with the FLSA.

2. The Chief of Police, at his or her sole discretion, shall determine the number of unit positions assigned to motor officer duties. At any time this number may decrease or increase depending on the decision of the Chief of Police.

3. Employees assigned as motor officers shall receive an additional six (6) hours of straight time compensation per month, paid at one and one-half (1.5) times their FLSA rate of pay. This pay is compensation for the off-duty maintenance and servicing of the motorcycle. The Parties agree the additional compensation is for the performance of off-duty work and does not meet the definition of compensation earnable under Government Code Section 20636, and will therefore not be reported to CalPERS.

*L. SPECIAL ASSIGNMENT PAY*

1. *Detective Pay:*

   *Effective June 28, 2025, Police Sergeants and Police Lieutenants assigned to the Detective Division shall receive a special assignment pay equal to 3% of base salary. The parties agree that to the extent permitted by law, the assignment pay in this section is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571 and 571.1 Detective Division Premium.*

2. *SWAT Pay:*
   *Effective June 28, 2025, Police Sergeants and Police Lieutenants assigned to the SWAT Team shall receive a special assignment pay equal to 2% of base salary. The parties agree*

*that to the extent permitted by law, the assignment pay in this section is provided because assigned employees routinely and consistently perform hazardous activities using special weapons and tactics to implement health/safety procedures. The parties agree that to the extent permitted by law, the compensation shall be reported to CalPERS as such pursuant to Title 2 CCR, Sections 571 and 571.1 Hazard Premium.*

3. *Crises Negotiation Team (CNT) Pay:*

   *Effective June 28, 2025, Police Sergeants and Police Lieutenants assigned to the CNT Team shall receive a special assignment pay equal to 1% of base salary. The parties agree to seek an opinion from CalPERS as to whether this form of special compensation may be reported to CalPERS as pensionable compensation. If PERS concludes that it may be reported as pensionable compensation, from that time forward, the city will report it as such.*

*The three premiums identified above will not stack. Members assigned to more than one of these special assignments will receive only the premium for the special assignment with the highest pay.*

**SECTION 3. - Leaves**

A. FLEX LEAVE

1. NBPMA members shall accrue (prospectively) flex leave based on the greater of their total continuous years of full-time service with the City of Newport Beach, or their total full-time employment as a sworn law enforcement officer, including up to a maximum of six (6) months of time employed as a police recruit or similar classification in a police training academy. Flex time is accrued while an employee is in paid status, including paid leave time.

   *Effective June 28, 2025, the* Flex Leave accrual rate and caps shall be:

| Years of Continuous Service | Accrual Per Pay Period | Maximum Accrual |
|---|---|---|
| | | |
| Less than 5 | 5.69 | 443.82 |
| 5 but less than 9 | 6.31 | 492.18 |
| 9 but less than 12 | 6.92 | 539.76 |
| 12 but less than *16* | 8.16 | 636.48 |
| *16 but less than 20* | *8.77* | *646.69* |
| *20 but less than 25* | *9.38* | *656.90* |
| 25 and over | 10.00 | 700.00 |

2. The Flex leave program shall be administered as follows:

   a. NBPMA members shall accrue three (3) months (i.e. 36.99 hours) of flex leave (as provided in the chart in paragraph A.1 above) upon completion of three (3) months continuous employment with the Newport Beach Police Department, provided however, this amount shall be reduced by any flex leave time advanced

during the first three (3) months of employment.

b. Members employed by the City prior to initiation of the flex leave program have had then current accrued vacation time converted to flex leave on an hour for hour basis with then current sick leave placed in a bank to be used as provided in the City of Newport Beach Employee Policy Manual. Members entitled to use sick leave pursuant to the Employee Policy Manual must notify appropriate department personnel of their intention to access the sick leave bank and, in the absence of notification, absences will be charged to the member's flex leave account. Members who wish to convert an absence from flex leave to sick leave must submit a written request to the Chief of Police within twenty (20) days after the absence (20 days from the last absence in the event the member was continuously absent for more than one day) specifying the nature of the illness and the person notified of the intent to use sick leave, or the reasons for the failure to notify appropriate department personnel. The Chief of Police shall grant the request for conversion if the member submits a written statement signed by his or her attending physician confirming the illness and the Police Chief determines that the member's failure to notify appropriate departmental personnel was reasonable under the circumstances.

c. NBPMA members first hired by the City prior to July 1, 1996, shall be paid for all flex leave that accrues in excess of the flex leave accrual threshold (Flex Leave Spillover Pay). Flex Leave Spillover Pay will be paid at the member's base hourly rate of pay. Effective during the first pay period of January 1998, NBPMA members who have not utilized at least eighty (80) hours of flex leave during the prior calendar year shall not accrue flex leave in excess of the Flex Leave Accrual Threshold and shall not be entitled to Flex Leave Spillover Pay.

   NBPMA members first hired, or rehired by the City subsequent to July 1, 1996, shall not be eligible for Flex Leave Spillover Pay and shall not be entitled to accrue flex leave in excess of the Flex Leave Accrual Threshold.

d. All requests for scheduled flex leave shall be submitted to appropriate department personnel. Flex leave may be granted on an hourly basis. In no event shall a member take or request flex leave in excess of the amount accrued.

e. Members shall be paid for all accrued flex leave at their then current hourly rate of pay upon termination of the employment relationship.

B. HOLIDAY TIME

*Employees who work in positions that require scheduled staffing without regard to holidays, as designated by the Department, will receive holiday pay in lieu of time off at the rate of 96 hours per fiscal year (July 1 through June 30), and at the rate of 3.7 hours per pay period.*

*The parties agree, to the extent permitted by law, the compensation in this section is special compensation for those employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571(a)(5) Holiday Pay.*

C. BEREAVEMENT LEAVE

Bereavement Leave shall be defined as the necessary absence from duty by an employee because of the death or terminal illness in his/her immediate family. NBPMA members shall be entitled to forty (40) hours of bereavement leave per incident (terminal illness followed by death is considered one (1) incident). Leave hours need not be used consecutively, but should occur in proximate time to the occurrence. Immediate family shall mean an employee's father, mother, stepfather, stepmother, brother, sister, spouse/domestic partner, child, stepchild, grandparent, *or grandchild*, and the employee's spouse/domestic partner's father, mother, brother, sister, child or grandparent. An employee requesting bereavement leave shall notify his/her supervisor as soon as possible of the need to take leave.

D. LEAVE SELLBACK

Employees shall have the option of converting accrued Flex Leave to cash on an hour for hour basis subject to the following: On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out accrued flex leave which will be earned in the following calendar year. The employee can elect to receive the cash out in the pay period which includes June 30 and/or the pay period which includes December 15 for those Flex Leave benefits that have been earned during that portion of the year. In no event shall the flex leave balance be reduced below one hundred and sixty (160) hours.

E. SCHEDULING OF MEDICAL TREATMENT FOR INDUSTRIAL INJURIES

1. Time spent by an employee receiving medical attention during the employee's normal working hours is considered hours worked and compensable, when the City or its representative schedules the appointment.

2. When an employee is temporarily disabled due to an industrial injury and is unable to perform even limited duty in the workplace, all appointments, whether arranged by the City or the employees, shall be considered as occurring during normal working hours. The employee shall not be entitled to any additional compensation, regardless of the employee's regular work schedule or the type of compensation currently received, except as otherwise required by law.

3. When an employee has been released to either full or limited duty and has returned to the workplace, time spent receiving ongoing medical treatment, such as physical therapy or follow-up visits that are not scheduled by the City, is not considered hours worked and therefore, is not compensable. To avoid disruption in the workplace, an employee shall schedule such appointments to occur during off duty hours whenever possible. In the event such scheduling is not available, employee may be allowed to attend an appointment during their regularly scheduled duty shift with prior supervisory approval. Regular recurring appointments (i.e., weekly physical therapy) must be scheduled off duty.

F. NON-ACCRUING LEAVE BANK

Effective on July 1 of each year, employees in the unit shall receive a bank of thirty-three (33) hours of non-accruing leave to use within that fiscal year. The hours have no cash value and cannot be transferred to any other leave bank. Hours used are subject to supervisory approval and must

be used within that fiscal year or be forfeited. Non- accruing leave cannot be carried into the next fiscal year.

**Section 4. - Fringe Benefits**

A. HEALTH INSURANCE

1. Benefits Information Committee

   City has established a Benefits Information Committee ("BIC") composed of one representative from each employee association group and up to three City representatives. The BIC has been established to allow the City to present data regarding carrier and coverage options, the cost of those options, appropriate coverage levels and other health programs. The purpose of the BIC is to provide each employee association with information about health insurance/programs and to receive timely input from associations regarding preferred coverage options and levels of coverage.

2. Medical Insurance

   a. The City has implemented an IRS qualified Cafeteria Plan. In addition to the amounts listed below, the City shall contribute the minimum CalPERS participating employer's contribution towards medical insurance. Employees shall have the option of allocating Cafeteria Plan contributions towards the City's existing medical, dental and vision insurance/programs.

   b. City Contribution

      i. Effective *June 28, 2025*, the City's monthly contribution towards the Cafeteria Plan *increases to $1,924.00* (plus the minimum CalPERS participating employer's contribution as outlined in Government Code §22892).

   c. Cash Back

      i. Subject to the terms and conditions below, for members employed in either this unit or the Newport Beach Police Association unit prior to December 18, 2021, any unused Cafeteria Plan funds shall be payable to the employee as taxable cash back. Employees shall be allowed to change coverages in accordance with plan rules and during regular open enrollment periods.

      ii. Unit members whose actual start state in either this unit or the Newport Beach Police Association unit occurred prior to December 18, 2021, and who elect to opt out of medical coverage offered by the City because they have proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California) will receive $1,000 per month in taxable cash paid bi-weekly. For these same employees, if they elect medical coverage and spend less than *$1,624.00 monthly (plus the minimum CalPERS participating employer's contribution), the difference* shall be paid to the employee as taxable cash biweekly.

iii. Newly appointed unit members whose actual start date in either this unit or the Newport Beach Police Association unit occurred on or after December 18, 2021, and who elect to opt out of medical coverage offered by the City because they have provided proof of MEC through another source (other an coverage in the individual market, whether or not obtained through Covered California) shall receive $500 per month in taxable cash. For these same employees, if they elect medical coverage and spend less than the City contribution provided above, there shall be no cash back provided. This paragraph shall not apply to an employee who received a condition offer letter prior to adoption of this MOU which referenced the pre-existing "opt out" and cafeteria cash provisions.

NBPMA members who do not want to enroll in any medical plan offered by the City must provide evidence of group medical insurance coverage, and execute an "opt- out" agreement releasing the City from any responsibility or liability to provide medical insurance coverage on an annual basis.

The preceding language as applied to the following scenarios:

1. Part-time employee hired by the City prior to MOU adoption but not appointed as a full-time employee into the NBPA or NBPMA until on or after December 18, 2021 - this employee is subject to the $500 opt-out amount and does not receive cash back if the medical coverage elected is less than the City contribution.

2. Full-time employee hired by the City prior to December 18, 2021 who later drops down to part-time and then is reappointed to the unit as a full-time employee - this employee is subject to the $500 opt-out amount and does not receive cash back if the medical coverage elected is less than the City contribution.

3. Full-time employee hired by the City prior to December 18, 2021 who later transfers into the unit from another unit - if the employee was not subject to the $500 opt-out amount and/or no cash back in the unit from which they are transferring, they will receive the benefit of $1,000 opt-out and/or cash back if the medical coverage elected is less than the City contribution.

3. Dental Insurance

The existing or comparable dental plans shall be maintained as part of the City's health plan offerings as agreed upon by the BIC.

4. Vision Insurance

The existing or a comparable vision plan shall be maintained as part of the City's health plan offerings as agreed upon by the BIC.

B. ADDITIONAL INSURANCE/PROGRAMS

1. IRS Section 125 Flexible Spending Account

Section 125 of the Internal Revenue Code authorizes an employee to reduce taxable income for payment of allowable expenses such as child care and medical expenses. The City shall maintain a "reimbursable account program" in accordance with the provisions of Section 125 of the Internal Revenue Code, pursuant to which an Association member may request that medical, child care and other eligible expenses be paid or reimbursed by the City out of the employee's account. The base salary of the employee will be reduced by the amount designated by the employee for reimbursable expenses.

The City's obligation to establish a reimbursable account program is contingent upon the City incurring no cost or potential liability relative to the plan or its administration. City shall cooperate to the fullest extent of the law, provided, however, City may require the plan to contain provisions that authorize the administrator to pay allowable expenses only upon submittal of a demand from the City. Any "reduction" in salary pursuant to this Section and/or the Section 125 Plan established by the City, shall not affect any other provision of this MOU.

2. Disability Insurance

The City shall provide Short-term (STD) and Long-term (LTD) disability insurance to all regular full-time employees with the following provisions:

| | *Short-Term Disability* | *Long-Term Disability* |
|---|---|---|
| *Benefit Amount* | *66.67% of covered wages* | *66.67% of covered wages* |
| *Maximum Benefit* | *$1,846 weekly* | *$15,000 monthly* |
| *Waiting Period* | *30 calendar days* | *180 calendar days* |

The City will pay the full premium for this benefit.

Employees shall not be required to exhaust accrued paid leaves prior to receiving benefits under the disability insurance program.

Employees may not supplement the disability benefit with paid leave once the waiting period has been exhausted.

3. Life Insurance

The City shall provide life insurance for all regular full-time employees in $1,000 increments equal to one times the employee's annual salary up to a maximum of $50,000. At age 70 the City-paid life insurance is reduced by 50% of the pre-70 amount. This amount remains in effect until the employee retires from City employment.

C. EMPLOYEE ASSISTANCE PROGRAM

City shall provide an Employee Assistance Program ("EAP") through a properly licensed provider. NBPMA members and their family members may access the EAP at no cost subject to provider guidelines.

D. RETIREMENT BENEFITS

1. Retirement Formula

The City contracts with the California Public Employees Retirement System ("CalPERS" or "PERS") to provide retirement benefits for its employees. Pursuant to prior agreements and state mandated reform, the City has implemented first, second and third tier retirement benefits as follows:

Tier I ("Legacy"): For employees hired by the City on or before November 23, 2012, the retirement formula for safety members shall be 3%@50, calculated on the basis of the highest consecutive 12-month period.

Tier II ("Classic"): For employees first hired by the City between November 24 and December 31, 2012, or hired on or after January 1, 2013 and who are current members of the retirement system or a reciprocal retirement system, as defined in Public Employees Pension Reform Act (PEPRA), the retirement formula for safety members shall be 3%@55, calculated on the basis of the highest consecutive 36 month period.

Tier III ("PEPRA"): For employees first hired by the City on or after January 1, 2013, and who do not meet the Tier II criteria, the safety retirement formula shall be 2.7%@57, calculated on the basis of the highest consecutive 36-month period.

2. Other Contract Provisions

The City's contract with CalPERS shall also provide for:

a. The military buy-back provisions pursuant to Section 20930.3 of the California Government Code and the highest year benefit pursuant to California Government Code Section 20042.

b. The Level 4 1959 Survivors Benefits.

c. The CalPERS pre-retirement option settlement 2 death benefit (Section 21548) for miscellaneous and safety members.

3. Employee Contributions

Unit members shall contribute additional amounts toward the CalPERS retirement benefit, to the extent permissible by law, as set forth below. Employee retirement contributions that are in addition to the normal CalPERS Member Contribution shall be calculated on base pay, special pays, and other pays normally reported as pensionable compensation, and will be made on a pre-tax basis through payroll deduction provided under 414(h)(2).

Tiers I and II:

*Effective June 28, 2025,* NBPMA Tier I and II members will contribute the full statutory member contribution, equal to 9% of pensionable compensation, plus an additional *4.6*% of pensionable compensation toward retirement costs as permitted under Government Code §20516{f), for a total contribution of *13.6*%.

Tier III:

*Effective June 28, 2025,* in addition to the statutorily required 50% contribution of total

normal costs ("member contribution rate"), Tier III members shall contribute an additional amount of pensionable compensation toward retirement costs pursuant to Government Code § 20516(f), so that their contribution equals a total contribution of *13.6*% of pensionable compensation.

If in future fiscal years the member contribution rate for employees in Tier III shall become greater or less, as determined by CalPERS valuations, the additional contribution made by the employee under 20516(f) will be increased or decreased accordingly so that the total employee contribution equals *13.6*% of pensionable compensation. Provided however, that the employee contribution shall never fall below the statutorily required contribution.

## E. RETIREE MEDICAL BENEFIT

This is an Integral Part Trust (IPT) RHS Retiree Health Savings (RHS) plan (formerly the Medical Expense Reimbursement Program - "MERP"). Each member has an individual RHS account ("Account"), which accumulates based on the category they fall under. Funds from the Account may be used for eligible health care expenses after separation, retirement or a change in personnel status to a position that does not receive the RHS benefit. These changes in personnel status will activate the Account and allow funds to be withdrawn until the Account balance is depleted. Since the plan restricts all distributions to be spent for health insurance premiums and health care expenses, as defined by the Internal Revenue Code Publication 502, § 213(d) and the Plan document the contributions, fund investment earnings and benefit payments (when withdrawn from the Account) are not taxable when posted. Additionally, certain contributions may only be deposited upon retirement from the City. The categories are provided below.

1. Background

   In 2005, the City and NBPMA agreed to replace the previous "defined benefit" retiree medical program with a new "defined contribution" program. The process of fully converting to the new program is ongoing for an extended period. During the transition, employees and (then) existing retirees were administratively classified into different categories. The benefit is structured differently for each of the categories. The categories are as follows:

   a. Category 1 - Employees who become eligible for the benefit after January 1, 2006. This may include new hires, rehires and part-time employees appointing to full-time status.

   b. Category 2 - Employees who were active and enrolled in the previous defined benefit as of December 31, 2005, eligible for the new defined contribution program as of January 1, 2006 and whose age plus years of service as of January 1, 2006 was less than 46 for public safety employees.

   c. Category 3 - Employees who were active and enrolled in the previous defined benefit as of December 31, 2005, eligible for the new defined contribution program as of January 1, 2006 and whose age plus years of service as of January 1, 2006 was 46 or greater for public safety employees.

   d. Category 4 - Employees who had already retired from the City prior to January 1, 2006, and were participating in the previous medical program.

2. Eligibility

All NBPMA members are eligible for the RHS benefit. However, if a member separates or changes positions to a bargaining unit which does not offer this benefit, the member is no longer eligible for any contributions to the plan and their Account will be activated for use and withdrawal of funds by the employee (or former employee). This means if a unit member subsequently reappoints to a position which offers the RHS benefit, they will be enrolled in "Category 1" and must revest in the program. Any remaining balance deposited during prior eligibility will remain in the Account.

Employees who become ineligible (no longer covered by a City employee association, union or plan offering the RHS benefit) before vesting forfeit the City's Part B contribution. Said employee will only receive Part A and Part C contributions. The only exception is an active employee who separates before vesting due to an approved industrial disability. In such case, the employee will receive exactly five years' worth of Part B contributions, using the employee's age and compensation at the time of separation for calculation purposes. This amount will be deposited into the employee's Account at the time of separation.

3. Account Contributions

Account contributions are categorized as Part A, Part B and Part C.

Part A contributions are a mandatory, automatic 1% employee contribution deducted each pay period and deposited into the Account through payroll. Deductions begin the pay period in which the employee becomes eligible and are reported to CalPERS as pensionable.

Part B contributions require a five-year vesting period which begins when the employee becomes eligible for the RHS benefit. At the conclusion of the vesting period, the City will credit the first five years' worth of Part B contributions into the Account (interest does not accrue during that period and the contributions are calculated at $2.50 per month for each year of the employee's full-time service plus age) and begin to contribute $2.50 per month for each year of the employee's full-time service plus age (e.g. 30 years old and five years of service would be a factor of 35.

$2.50 x 35 = $87.50 per month). This factor is updated annually in the pay period including January 1. Part B contributions are not reported to CalPERS as pensionable.

The parties agree that the City's Part B contributions during active employment constitute the minimum CalPERS participating employer's contribution (i.e., the CalPERS statutory minimum amount) towards medical insurance after retirement. The parties also agree that, for retirees selecting a CalPERS medical plan, or any other plan with a similar employer contribution requirement, the required employer contribution will be deducted from the employer's contribution to the retiree's account.

Part C contributions are determined by NBPMA election and deposited into the Account when flex leave hours are converted to taxable cash through leave cash-out or at the time of separation or status change. Spillover pay does not qualify for Part C contributions. Part C contributions are not reported to CalPERS as pensionable.

The Association determines the level of contribution for all unit members, subject to the following constraints. All employees within the Association must participate at the same level. The participation level shall be specified as a percentage of the flex leave balance available in each employee's leave bank at the time of separation from the City, or status change, or as a percentage of the flex leave balance being cashed out.

For example, if the Association wishes to elect 30% Part C contributions, then each member leaving the City, or cashing out eligible leave at any other time, would have the cash equivalent of 30% of the amount that is cashed out deposited to their RHS Account on a pre-tax basis. The remaining 70% would be paid in cash as taxable income. Individual employees do not have the option to deviate from this breakout.

The Association may change the Part C contribution amount as part of a meet and confer process. The purpose and focus of these changes should be toward long-term, trend type adjustments. Due to IRS restrictions regarding "constructive receipt," the City will impose restrictions against frequent spikes or drops that appear to be tailored toward satisfying the desires of a group of imminent retirees.

The Association has decided to participate in Part C contributions at the level of zero percent (0%) flex leave.

Nothing in this section restricts taking leave for time off purposes.

4. Benefit

Category 1: Employees in this category make Part A and receive Part B contributions (subject to vesting) automatically each pay period through payroll deductions. Part C contributions are received through cash outs. No contributions are made to Category 1 participants after separation.

Category 2: Employees in this category make Part A and receive Part B contributions (subject to vesting) automatically each pay period through payroll deductions. Part C contributions are received through cash outs. No contributions are made to Category 2 participants after separation.

If a Category 2 participant retires from the City with a minimum of 5 consecutive years of full-time service, the City will contribute to the participant's Account a one-time contribution equal to $100 per month for every month the participant contributed to the previous "defined benefit" plan up to a maximum of 15 years (180 months). This contribution is deposited into the Account at the time of retirement, and only if the employee retires from the City and becomes a CalPERS annuitant of the City of Newport Beach. No interest will be earned in the interim.

Category 2 participants with less than five years of continuous contributions into the prior defined benefit plan as of January 1, 2006: only the years of service after January 1, 2006 count towards Part B contributions upon vesting. Contributions in years before 2006 will be paid out as stated in the above paragraph.

Category 3: Employees in this category make Part A contributions automatically each

pay period through payroll deductions. Category 3 participants do not receive any Part B contributions. Part C contributions are received through cash outs.

If an eligible Category 3 participant retires from the City of Newport Beach, the City will deposit $400 per month into the Account upon retirement, up to a maximum of $4,800 per year, less the CalPERS minimum required employer contribution as determined by CalPERS annually, which shall continue as long as the employee or surviving spouse/qualified dependent is still living. To offset this expense to the City, active Category 3 participants will contribute an additional $100 per month to the plan until retirement. There is no cash out option for these funds and they cannot be spent in advance of receipt.

Category 3 participants also receive an additional one-time City contribution of $75 per month for every month they contributed to the previous plan prior to January 1, 2006, up to a maximum of 15 years (180 months). This contribution is deposited into the Account at the time of retirement, and only if the employee retires from the City. No interest will be earned in the interim. Contributions are contingent upon remaining a CalPERS annuitant of the City.

Category 4: For employees (retirees) in this category, there is no cost share requirement. The monthly City contribution of $450 after retirement can be used for any IRS authorized purpose, not just City insurance premiums. The City will contribute Four Hundred and Fifty Dollars ($450) per month to each account as long as the retiree or spouse remain living. For each retiree in this category, the NBPMA shall reimburse the City $25 per month. Each quarter, the City will provide an invoice to the NBPMA for each retiree for the previous three months, for a total of Seventy-Five Dollars ($75.00).

5. Administration

Vendors have been selected by the City to administer the program. The contract expense for program-wide administration by the vendor will be paid by the City. However, specific vendor charges for individual account transactions that vary according to the investment actions taken by each employee, such as fees or commissions for trades, will be paid by each employee.

The City's Deferred Compensation Committee, or its successor committee, will have the authority to determine investment options that will be available through the plan.

## F. DEFERRED COMPENSATION

Each employee shall have a deferred compensation account set up by the City and subject to the rules of IRS Code section 457 to which they may make contributions. The City shall contribute to each employee's deferred compensation account each pay period as follows:

1. The City shall contribute a total of two percent (2%) of base salary to each employee's deferred compensation account.

Under federal law, there is an annual maximum contribution which may be made to an employee's IRS Code section 457 account. Although the City will be making contributions to employees' accounts

each pay period, it is the employees' responsibility to track their total contribution amount. If an employee's account contributions reach the annual 457 maximum, the City will stop making contributions for the remainder of the calendar year and will not owe the employee any additional compensation related to this section.

G. TUITION REIMBURSEMENT

NBPMA members attending accredited community colleges, colleges, trade schools or universities may apply for reimbursement of one hundred percent (100%) of the actual cost of tuition, books, fees or other student expenses for approved job-related courses. The maximum tuition reimbursement for all employees in the Unit shall be One Thousand Four Hundred Dollars ($1,400) per fiscal year.

H. PHYSICAL FITNESS QUALIFIER

The Physical Fitness Qualifier (PFQ) is offered to police officers twice annually. Fitness benchmarks have been established and are outlined in Exhibit B. Officers who rank 1st Class, 2nd Class or 3rd Class as set forth in Exhibit B are awarded leave time depending upon achieved rank. Within two weeks of PFQ completion, the department will create a personnel action form indicating the rank and number of leave time hours awarded for each sworn police officer. The awarded hours will be placed in the police officer's individual Comp Time bank (at the straight time rate), which is subject to a 120-hour maximum balance. If the employee later chooses to have the leave time "paid out," payment will be at the employee's MOU overtime rate.

**SECTION 5. - Miscellaneous Provisions**

A. REDUCTIONS IN FORCE/LAYOFFS

The provisions of this section shall apply when the City Manager determines that a reduction in the work force is warranted because of actual or anticipated reductions in revenue, reorganization of the work force, a reduction in municipal services, a reduction in the demand for service or other reasons unrelated to the performance of duties by any specific employee. Reductions in force are to be accomplished, to the extent feasible, on the basis of seniority within a particular Classification or Series and this Section should be interpreted accordingly.

1. Definitions

    a. "Layoffs" or "Laid off' shall meant the non-disciplinary termination of employment.

    b. "Seniority" shall mean the time an employee has worked in a Classification or Series calculated from the date on which the employee was first granted regular status in their current Classification or any Classification within the Series, subject to the following:

        i. Credit shall be given only for continuous service (as described in the next paragraph) subsequent to the most recent appointment to regular status in the Classification or Series;

        ii. Seniority shall include time spent on industrial leave, military leave and leave of absence with pay, but shall not include time spent on any other authorized or unauthorized leave of absence.

c. "Classification" shall mean one or more full time positions identical or similar in duties and embraced by a single job title authorized in the City budget and shall not include part-time, seasonal or temporary positions. Classifications within a Series shall be ranked according to pay (lowest ranking, lowest pay).

d. In this bargaining unit, there is one "Series" made up of the two classifications represented by the Association - Police Sergeant, and Police Lieutenant.

e. "Bumping Rights", "Bumping" or "bump" shall mean the right of an employee, based upon seniority within a series, to displace a less senior employee in a lower Classification within the Series.

2. Procedures

In the event the City Manager determines to reduce the number of employees within a Classification, the following procedures are applicable:

a. Employees within a Classification shall be laid off in inverse order of seniority;

b. An employee subject to layoff in one (1) Classification shall have the right to Bump a less senior employee in a lower ranking Classification within the Series within the bargaining unit. An employee who has Bumping Rights shall notify the Department Director within three (3) working days after notice of layoff of his/her intention to exercise Bumping Rights.

c. In the event two (2) or more employees in the same Classification are subject to layoff and have the same seniority, the employees shall be laid off in inverse order of their position on the eligibility list or lists from which they were appointed. In the event at least one (1) of the employees was not appointed from an eligibility list, the Department Director shall determine the employee(s) to be laid off.

3. Notice

Employees subject to layoff shall be given at least thirty (30) days advance notice of the layoff or thirty (30) days' pay in lieu of notice. In addition, employees laid off will be paid for all accumulated paid leave and holiday leave (if any).

4. Re-Employment

Regular and probationary employees who are laid off shall be placed on a Department re-employment list in reverse order of layoff. The re-employment list shall remain in effect until exhausted by removal of all names on the list. In the event a vacant position occurs in the Classification which the employee occupied at the time of layoff, or a lower ranking Classification within a Series, the employee at the top of the Department re-employment list shall have the right to appointment to the position, provided, he or she reports to work within seven (7) days of written notice of appointment. Notice shall be deemed given when personally delivered to the employee or deposited in the U.S. Mail, certified, return receipt requested, and addressed to the employee at his or her last known address. Any employee shall have the right to refuse to be placed on the re-employment list or the right to remove

his or her name from the re-employment list by sending written confirmation to the Human Resources Director.

5. Severance Pay

   Regular employees who are laid off shall, as of the date of layoff, receive one (1) week severance pay for each year of continuous service with the City of Newport Beach, but in no case to exceed ten (10) weeks of severance compensation.

B. SCHEDULE

Nothing contained herein is intended to abridge management's right to schedule work to meet the Police Department's needs of providing services in an efficient and safe manner. Management recognizes its obligations to meet and confer before making any substantive changes to work schedules that impact an employee's conditions of employment.

1. Employees currently work either the 3/11.42 or 4/10 work schedules. The Chief of Police shall have the right to alter the work schedule of any NBPMA member assigned to any multi-agency or regional task force.

   If the City wants to utilize a work schedule other than the 4/10 or 3/11. 42 for this unit, it will notify the NBPMA and the parties shall promptly meet and confer, in good faith, regarding the appropriate work schedule(s) for NBPMA members.

2. The employees in the unit are subject to the twenty-eight (28) day FLSA work period pursuant to Section 29 U.S.C. 207(k) ("7k Exemption"), provided, however, the 7k Exemption shall not affect the City's obligation to pay *MOU* overtime pursuant to provisions of this MOU.

3. Patrol Supervisor Pre-Briefing Time: The parties agree that the following procedures are consistent with good police practices, provide each NBPMA member with ample time to perform all required duties, and comply with the Fair Labor Standards Act:

   a. All Patrol Supervisors are required to report to work fifteen (15) minutes early to prepare for briefing;

   b. The fifteen (15) minutes per shift which is paid to prepare for briefing will be paid as compensatory time off and credited to each employee's compensatory time off bank. The pre-briefing time worked shall be considered as hours worked for purposes of calculating FLSA overtime for Police Sergeants. For Police Lieutenants it is also considered hours worked.

C. GRIEVANCE PROCEDURE

1. Definition

   The term "grievance" means a dispute between NBPMA or any member and the City regarding the interpretation or application of rules or regulations governing the terms and conditions of employment, any provision of the Employee Policy Manual, any provision of Resolution No. 2001-50, or this MOU.

2. Guidelines

Any NBPMA member may file a grievance without fear of retaliation or any adverse impact on any term or condition of employment.

a. A grievance shall not be filed to establish new rules or regulations, change prevailing ordinances or resolutions, nor circumvent existing avenues of relief where appeal procedures have been prescribed.

b. An employee may be self-represented or represented by one (1) other person.

c. An employee and any representative shall be given notice of the time and place of any grievance proceeding, the opportunity to be present at such proceedings, a copy of any written decision or communication to the employee concerning the proceedings, and any document directly relevant to the proceedings.

d. All parties shall engage in good faith efforts to promptly resolve the grievance in an amicable manner. The time limit specified may be extended upon mutual agreement expressed in writing.

e. The procedures in this MOU represent the sole and exclusive method of resolving grievances.

3. Procedure

a. Steps

**Step 1** - An employee who files a grievance shall present it in writing to an Assistant Chief of Police within ten (10) working days after the employee knew, or in the exercise of reasonable diligence should have known, the act or events upon which the grievance is based. The written grievance must contain a complete statement of the matters at issue, the facts upon which the grievance is based, and the remedy requested by the employee. The Assistant Chief of Police will confer with the Human Resources Director regarding the grievance. The Assistant Chief of Police shall meet with the employee and any representative in an effort to resolve the grievance. The Assistant Chief of Police shall provide the employee with a written decision on the appeal within fifteen (15) calendar days after the meeting. Upon receipt of a decision from an Assistant Chief of Police Any employee not satisfied with the decision of his or her immediate supervisor may proceed to Step 2.

**Step 2** -Appeal to Chief of Police. Any employee dissatisfied with the decision of an Assistant Chief of Police may proceed to Step 2 by submitting a written appeal to the Chief of Police. The written appeal must be filed with the Chief of Police within seven (7) calendar days following receipt of the Assistant Chief of Police's decision. The written appeal must contain a complete statement of the matters at issue, the facts upon which a grievance is based, and the remedy requested by the employee. The Chief of Police shall meet with the employee and any representative in an effort to resolve the grievance. The meeting shall be informal and the discussion should focus on the issues raised by the grievance. The meeting shall be scheduled no more than fifteen (15) calendar days following receipt of the appeal unless deferred by the consent of both parties. The Chief

of Police shall provide the employee with a written decision on the appeal within fifteen (15) calendar days after the meeting.

**Step 3** -Appeal to City Manager. In the event the employee is dissatisfied with the decision of the Chief of Police, the employee may proceed to Step 3 by submitting a written appeal of the decision to the City Manager. The written appeal must be filed within seven (7) calendar days following receipt of the Police Chiefs decision. The written appeal shall contain a complete statement of the matters at issue, the facts upon which the grievance is based, the decisions of the supervising captain and Chief of Police, and the remedy requested by the employee. The City Manager shall meet with the employee and his or her representative in an effort to resolve the grievance and to receive any additional information the employee or department may have relative to the matter. The meeting shall be scheduled no more than fifteen (15) calendar days following receipt of the appeal unless deferred by the consent of both parties. The City Manager shall provide the employee with a written decision within fifteen (15) calendar days after the meeting. The decision of the City Manager shall be final.

The City and the grievant may agree to extend any of the timelines in the grievance procedure. Absent a mutual agreement between the City and the grievant to extend the timelines, if the City representative does not respond within the *timelines* set forth for a response at Steps 1 and 2 of the above grievance procedure, the grievant can move the grievance to the next step.

4. General Grievance

A grievance affecting more than one (1) NBPMA member may be filed by NBPMA on behalf of the affected employees with the Chief of Police. The Association must present the grievance to the Chief of Police within ten (10) working days after an Association Board member knew, or in the exercise of reasonable diligence should have known, the act or events upon which the grievance is based. This provision is the sole and exclusive method by which the Association may challenge a provision of this MOU The grievance shall contain a complete statement of the matters at issue, the facts upon which the grievance is based, and the remedy requested by NBPMA. The Chief of Police shall meet with NBPMA representatives within fifteen (15) calendar days following receipt of the grievance and provide a written decision on the grievance within fifteen (15) calendar days after the meeting. In the event NBPMA is dissatisfied with the decision of the Chief of Police, it may appeal to the City Manager by following the procedures outlined in Step 3 of the procedure applicable to individual employees set forth above.

In the event NBPMA is dissatisfied with the decision of the City Manager, it may appeal the decision to the Civil Service Board by filing a written notice of appeal within fifteen (15) calendar days after receipt of the decision.

## D. DIRECT DEPOSIT

All Unit employees shall participate in the City's Direct Deposit Program.

## E. CONTRACT NEGOTIATIONS

The parties agree that either side requests to meet and confer in good faith for a successor MOU

within 120 days of the expiration of the MOU, the parties agree to begin negotiations with the mutual objective of reaching an agreement prior to the expiration of the term of the MOU.

F. RECOUPMENT OF OVERPAYMENTS

Employees will be notified by Payroll or Human Resources prior to the recovery of overpayments on paychecks. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Finance Department or Human Resources. Such recovery shall not exceed 15% per month of disposable earnings, as defined by State law, except a mutually agreed upon accelerated payment plan for faster recovery.

Recoupments under this section shall be limited to forty-eight (48) months. However, nothing in this section is intended to preclude the City from seeking recoupment of overpayments due to fraud or other knowing concealment through any available legal forum.

G. FUNERAL EXPENSES

Consistent with California Labor Code Section 4701, if an employee covered by the MOU is killed in the line of duty, the City will reimburse the employee's designated beneficiary up to $10,000 to offset reasonable burial expenses.

***Signatures are on the next page***

For NBPMA:

Elizabeth Silver
Elizabeth Silver (Jul 1, 2025 18:15 PDT)

Elizabeth Silver
Chief Negotiator

Date: 07/01/2025

Alexander Maslin
Alexander Maslin (Jul 2, 2025 19:22 PDT)

Alexander Maslin
NBPMA President

Date: 07/02/2025

For the City:

Jonathan V. Holtzman (Jul 1, 2025 18:40 PDT)

Jonathan V. Holtzman
Co-Chief Negotiator

Date: 07/01/2025

Luke Jensen

Luke Jensen
Co-Chief Negotiator

CITY OF NEWPORT BEACH,

Date:_____

By:_____
Joe Stapleton
Mayor

ATTEST:
Date:_____

By:_____
Molly Perry
Interim City Clerk

# Final 2025-2028 NBPMA MOU

Final Audit Report 2025-07-03

| | |
|---|---|
| Created: | 2025-07-02 |
| By: | Emma Wilcox (ewilcox@publiclawgroup.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAASPEzoepaS1xnQ9SChO2xjio64rok_PCR |

## "Final 2025-2028 NBPMA MOU" History

Document created by Emma Wilcox (ewilcox@publiclawgroup.com)
2025-07-02 - 0:53:19 AM GMT

Document emailed to Elizabeth Silver (esilver@rlslawyers.com) for signature
2025-07-02 - 0:53:25 AM GMT

Email viewed by Elizabeth Silver (esilver@rlslawyers.com)
2025-07-02 - 1:15:11 AM GMT

Document e-signed by Elizabeth Silver (esilver@rlslawyers.com)
Signature Date: 2025-07-02 - 1:15:44 AM GMT - Time Source: server

Document emailed to Jonathan V. Holtzman (JHOLTZMAN@PUBLICLAWGROUP.COM) for signature
2025-07-02 - 1:15:46 AM GMT

Email viewed by Jonathan V. Holtzman (JHOLTZMAN@PUBLICLAWGROUP.COM)
2025-07-02 - 1:26:24 AM GMT

Document e-signed by Jonathan V. Holtzman (JHOLTZMAN@PUBLICLAWGROUP.COM)
Signature Date: 2025-07-02 - 1:40:04 AM GMT - Time Source: server

Document emailed to Luke Jensen (ljensen@publiclawgroup.com) for signature
2025-07-02 - 1:40:05 AM GMT

Email viewed by Luke Jensen (ljensen@publiclawgroup.com)
2025-07-02 - 1:41:16 AM GMT

Document e-signed by Luke Jensen (ljensen@publiclawgroup.com)
Signature Date: 2025-07-02 - 2:07:12 AM GMT - Time Source: server

Document emailed to Alexander Maslin (maslinalex@yahoo.com) for signature
2025-07-02 - 2:07:14 AM GMT

Adobe Acrobat Sign

Email viewed by Alexander Maslin (maslinalex@yahoo.com)
2025-07-03 - 2:15:46 AM GMT

Document e-signed by Alexander Maslin (maslinalex@yahoo.com)
Signature Date: 2025-07-03 - 2:22:39 AM GMT - Time Source: server

Document emailed to Joe Stapleton (jstapleton@newportbeachca.gov) for signature
2025-07-03 - 2:22:40 AM GMT

Email viewed by Joe Stapleton (jstapleton@newportbeachca.gov)
2025-07-03 - 3:55:25 AM GMT

Document e-signed by Joe Stapleton (jstapleton@newportbeachca.gov)
Signature Date: 2025-07-03 - 3:56:00 AM GMT - Time Source: server

Agreement completed.
2025-07-03 - 3:56:00 AM GMT

Adobe Acrobat Sign

# ATTACHMENT C

Exhibit B

*The Newport Beach Police Management Association*
MOU Term: June 28, 2025 - June 30, 2028

Effective June 28, 2025:
4% Cost-of-Living Adjustment (COLA)
**Sergeants:** Additional 9% Equity Adjustment
**Lieutenants:** Additional 11% Equity Adjustment

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Police Lieutenant | 65 | 1 | $ 73.25 | $ 12,697 | $ 152,367 |
| Police Lieutenant | 65 | 2 | $ 76.93 | $ 13,334 | $ 160,014 |
| Police Lieutenant | 65 | 3 | $ 80.76 | $ 13,999 | $ 167,989 |
| Police Lieutenant | 65 | 4 | $ 84.78 | $ 14,696 | $ 176,352 |
| Police Lieutenant | 65 | 5 | $ 89.04 | $ 15,433 | $ 185,194 |
| Police Lieutenant | 65 | 6 | $ 93.49 | $ 16,204 | $ 194,453 |
| Police Lieutenant | 65 | 7 | $ 98.17 | $ 17,016 | $ 204,191 |
| Police Lieutenant | 65 | 8 | $ 103.08 | $ 17,867 | $ 214,407 |
| Police Lieutenant | 65 | 9 | $ 108.23 | $ 18,761 | $ 225,127 |
| Police Sergeant | 40 | 1 | $ 61.24 | $ 10,615 | $ 127,381 |
| Police Sergeant | 40 | 2 | $ 64.32 | $ 11,148 | $ 133,779 |
| Police Sergeant | 40 | 3 | $ 67.55 | $ 11,708 | $ 140,501 |
| Police Sergeant | 40 | 4 | $ 70.91 | $ 12,291 | $ 147,486 |
| Police Sergeant | 40 | 5 | $ 74.45 | $ 12,904 | $ 154,853 |
| Police Sergeant | 40 | 6 | $ 78.16 | $ 13,548 | $ 162,572 |
| Police Sergeant | 40 | 7 | $ 82.08 | $ 14,228 | $ 170,732 |
| Police Sergeant | 40 | 8 | $ 86.16 | $ 14,934 | $ 179,214 |
| Police Sergeant | 40 | 9 | $ 90.47 | $ 15,681 | $ 188,175 |

Hourly rates are rounded to the nearest hundredth. Monthly and annual salaries are rounded to the nearest whole dollar.
Actual rates may vary slightly due to rounding.

Exhibit B

*The Newport Beach Police Management Association*
MOU Term: June 28, 2025 - June 30, 2028

Effective July 11, 2026:
4% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Police Lieutenant | 65 | 1 | $ 76.18 | $ 13,205 | $ 158,461 |
| Police Lieutenant | 65 | 2 | $ 80.01 | $ 13,868 | $ 166,414 |
| Police Lieutenant | 65 | 3 | $ 83.99 | $ 14,559 | $ 174,708 |
| Police Lieutenant | 65 | 4 | $ 88.18 | $ 15,284 | $ 183,406 |
| Police Lieutenant | 65 | 5 | $ 92.60 | $ 16,050 | $ 192,601 |
| Police Lieutenant | 65 | 6 | $ 97.23 | $ 16,853 | $ 202,232 |
| Police Lieutenant | 65 | 7 | $ 102.10 | $ 17,697 | $ 212,358 |
| Police Lieutenant | 65 | 8 | $ 107.20 | $ 18,582 | $ 222,983 |
| Police Lieutenant | 65 | 9 | $ 112.56 | $ 19,511 | $ 234,132 |
| Police Sergeant | 40 | 1 | $ 63.69 | $ 11,040 | $ 132,477 |
| Police Sergeant | 40 | 2 | $ 66.89 | $ 11,594 | $ 139,131 |
| Police Sergeant | 40 | 3 | $ 70.25 | $ 12,177 | $ 146,121 |
| Police Sergeant | 40 | 4 | $ 73.74 | $ 12,782 | $ 153,386 |
| Police Sergeant | 40 | 5 | $ 77.43 | $ 13,421 | $ 161,047 |
| Police Sergeant | 40 | 6 | $ 81.29 | $ 14,090 | $ 169,075 |
| Police Sergeant | 40 | 7 | $ 85.37 | $ 14,797 | $ 177,561 |
| Police Sergeant | 40 | 8 | $ 89.61 | $ 15,532 | $ 186,382 |
| Police Sergeant | 40 | 9 | $ 94.09 | $ 16,308 | $ 195,701 |

Hourly rates are rounded to the nearest hundredth. Monthly and annual salaries are rounded to the nearest whole dollar.
Actual rates may vary slightly due to rounding.

Exhibit B

*The Newport Beach Police Management Association*
MOU Term: June 28, 2025 - June 30, 2028

Effective July 10, 2027:
4% Cost-of-Living Adjustment (COLA)

| REPRESENTED POSITIONS | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Police Lieutenant | 65 | 1 | $ 79.23 | $ 13,733 | $ 164,800 |
| Police Lieutenant | 65 | 2 | $ 83.21 | $ 14,423 | $ 173,071 |
| Police Lieutenant | 65 | 3 | $ 87.35 | $ 15,141 | $ 181,696 |
| Police Lieutenant | 65 | 4 | $ 91.70 | $ 15,895 | $ 190,743 |
| Police Lieutenant | 65 | 5 | $ 96.30 | $ 16,692 | $ 200,306 |
| Police Lieutenant | 65 | 6 | $ 101.12 | $ 17,527 | $ 210,321 |
| Police Lieutenant | 65 | 7 | $ 106.18 | $ 18,404 | $ 220,853 |
| Police Lieutenant | 65 | 8 | $ 111.49 | $ 19,325 | $ 231,902 |
| Police Lieutenant | 65 | 9 | $ 117.07 | $ 20,291 | $ 243,498 |
| Police Sergeant | 40 | 1 | $ 66.24 | $ 11,481 | $ 137,776 |
| Police Sergeant | 40 | 2 | $ 69.57 | $ 12,058 | $ 144,696 |
| Police Sergeant | 40 | 3 | $ 73.06 | $ 12,664 | $ 151,966 |
| Police Sergeant | 40 | 4 | $ 76.69 | $ 13,293 | $ 159,521 |
| Police Sergeant | 40 | 5 | $ 80.52 | $ 13,957 | $ 167,489 |
| Police Sergeant | 40 | 6 | $ 84.54 | $ 14,653 | $ 175,838 |
| Police Sergeant | 40 | 7 | $ 88.78 | $ 15,389 | $ 184,663 |
| Police Sergeant | 40 | 8 | $ 93.19 | $ 16,153 | $ 193,838 |
| Police Sergeant | 40 | 9 | $ 97.85 | $ 16,961 | $ 203,530 |

Hourly rates are rounded to the nearest hundredth. Monthly and annual salaries are rounded to the nearest whole dollar.
Actual rates may vary slightly due to rounding.

# ATTACHMENT D

Exhibit C

Police Chief Salary Schedule Adjustment

The City of Newport Beach
Key & Management Position - Executive Management, Safety

Effective June 28, 2025:
4% Cost-of-Living Adjustment (COLA) + Additional 11% Equity Adjustment[1]

| POSITION | GRADE | RANGE | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Police Chief | 02B | Low | $ 102.11 | $ 17,699 | $ 212,386 |
| Police Chief | 02B | Mid | $ 131.45 | $ 22,785 | $ 273,425 |
| Police Chief | 02B | High | $ 160.80 | $ 27,872 | $ 334,463 |

Effective July 11, 2026: 4% Cost-of-Living Adjustment (COLA)[1]

| POSITION | GRADE | RANGE | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Police Chief | 02B | Low | $ 106.19 | $ 18,407 | $ 220,881 |
| Police Chief | 02B | Mid | $ 136.71 | $ 23,697 | $ 284,361 |
| Police Chief | 02B | High | $ 167.23 | $ 28,987 | $ 347,841 |

Effective July 10, 2027: 4% Cost-of-Living Adjustment (COLA)[1]

| POSITION | GRADE | RANGE | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Police Chief | 02B | Low | $ 110.44 | $ 19,143 | $ 229,717 |
| Police Chief | 02B | Mid | $ 142.18 | $ 24,645 | $ 295,736 |
| Police Chief | 02B | High | $ 173.92 | $ 30,146 | $ 361,755 |

[1] Salary adjustments for the Police Chief classification shall occur at the same time and be the same percentage as the salary adjustments received by the Police Management Association employees during the term of the Key & Management Compensation Plan.

Hourly rates are rounded to the nearest hundredth. Monthly and annual salaries are rounded to the nearest whole dollar.
Actual rates may vary slightly due to rounding.

# ATTACHMENT E

Exhibit D

Assistant Police Chief Salary Schedule Adjustment

The City of Newport Beach
Key & Management Position - Administrative Management, Safety

Effective June 28, 2025:
4% Cost-of-Living Adjustment (COLA) + Additional 11% Equity Adjustment[1]

| POSITION | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Police Chief, Assistant | 03A | 1 | $ 112.44 | $ 19,489 | $ 233,874 |
| Police Chief, Assistant | 03A | 2 | $ 118.07 | $ 20,466 | $ 245,587 |
| Police Chief, Assistant | 03A | 3 | $ 123.98 | $ 21,489 | $ 257,870 |
| Police Chief, Assistant | 03A | 4 | $ 130.18 | $ 22,565 | $ 270,781 |
| Police Chief, Assistant | 03A | 5 | $ 136.68 | $ 23,691 | $ 284,292 |
| Police Chief, Assistant | 03A | 6 | $ 143.51 | $ 24,876 | $ 298,506 |

Effective July 11, 2026: 4% Cost-of-Living Adjustment (COLA)[1]

| POSITION | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Police Chief, Assistant | 03A | 1 | $ 116.94 | $ 20,269 | $ 243,229 |
| Police Chief, Assistant | 03A | 2 | $ 122.79 | $ 21,284 | $ 255,410 |
| Police Chief, Assistant | 03A | 3 | $ 128.93 | $ 22,349 | $ 268,184 |
| Police Chief, Assistant | 03A | 4 | $ 135.39 | $ 23,468 | $ 281,612 |
| Police Chief, Assistant | 03A | 5 | $ 142.15 | $ 24,639 | $ 295,663 |
| Police Chief, Assistant | 03A | 6 | $ 149.25 | $ 25,871 | $ 310,446 |

Effective July 10, 2027: 4% Cost-of-Living Adjustment (COLA)[1]

| | GRADE | STEP | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| Police Chief, Assistant | 03A | 1 | $ 121.61 | $ 21,080 | $ 252,958 |
| Police Chief, Assistant | 03A | 2 | $ 127.71 | $ 22,136 | $ 265,627 |
| Police Chief, Assistant | 03A | 3 | $ 134.09 | $ 23,243 | $ 278,912 |
| Police Chief, Assistant | 03A | 4 | $ 140.81 | $ 24,406 | $ 292,876 |
| Police Chief, Assistant | 03A | 5 | $ 147.83 | $ 25,624 | $ 307,490 |
| Police Chief, Assistant | 03A | 6 | $ 155.22 | $ 26,905 | $ 322,864 |

[1] Salary adjustments for the Assistant Police Chief classification shall occur at the same time and be the same percentage as the salary adjustments received by the Police Management Association employees during the term of the Key & Management Compensation Plan.

Hourly rates are rounded to the nearest hundredth. Monthly and annual salaries are rounded to the nearest whole dollar.
Actual rates may vary slightly due to rounding.

## Estimated Cost of Contract with NBPMA

**City of Newport Beach**
**NBPMA MOU**

| | Current | FY 2025/26 | FY 2026/27 | FY 2027/28 |
|---|---|---|---|---|
| **Key Contract Terms** | | | | |
| COLA | | 4.00% | 4.00% | 4.00% |
| Equity Adjustment for Sergeants | | 9.00% | - | - |
| Equity Adjustment for Lieutenants | | 11.00% | - | - |
| Medical Insurance[1] | | 7/1/25 Additional $300/month (No Cash Back) | | |
| Reduce PERS Contribution | 14.60% | 13.6% for Tiers I and II<br>1/2 normal cost or 13.6%, whichever is greater | | |
| Advanced POST | | 5.25% | | |
| Increase Flex Leave Accruals | | Align accruals with the NBPOA | | |
| Special Assignment Pay | | 3% for Detectives; 2% for SWAT;<br>1% for Crisis Negotiator | | |
| **Summary of Proposal Cost [2]** | | | | |
| **Baseline Compensation** | | | | |
| Base Pay | $6,046,887 | $822,377 | $1,073,927 | $1,335,540 |
| Supplemental Pays | 754,241 | 509,422 | 555,746 | 603,923 |
| Overtime | 564,758 | 67,771 | 93,072 | 119,385 |
| Pension Contribution | 1,138,421 | 308,333 | 365,314 | 424,574 |
| Cafeteria Plan | 647,658 | 68,463 | 68,463 | 68,463 |
| Other City Paid Benefits [3] | 576,617 | 78,713 | 94,538 | 110,997 |
| **Total** | **$9,728,583** | **$1,855,079** | **$2,251,061** | **$2,662,882** |
| **Cumulative Impact on Employee Compensation** | | | | |
| Base Salary Increase [4] | | 13.60% | 17.76% | 22.09% |
| Total Compensation Increase [5] | | 19.07% | 23.14% | 27.37% |
| **Key Contract Terms** | | | | |
| COLA | | 619,947 | 994,290 | 1,383,606 |
| Equity Adjustment for Sworn | | 625,682 | 625,682 | 625,682 |
| Medical Insurance[1] | | 68,463 | 68,463 | 68,463 |
| Reduce PERS Contribution | | 74,465 | 77,443 | 80,541 |
| Advanced POST | | 360,636 | 375,062 | 390,064 |
| Flex Leave Accruals | | 58,371 | 60,706 | 63,135 |
| Special Assignment Pay | | 47,515 | 49,415 | 51,392 |
| **Total** | | **$1,855,079** | **$2,251,061** | **$2,662,882** |

**Notes**

[1] Assumes maintaining the current level of funding, plus an additional $300 per month in health insurance benefits.
[2] Costs shown in years two and three reflect the cumulative budget impact in each year as compared to the current budget.
[3] Includes Medicare, Compensated Absences, Retiree Health Savings, Life Insurance, and EAP.
[4] Percentage shown in each year is as compared to current base salary, not the prior year.
[5] Measured based on the total of all pay and benefits. Percentage is as compared to current total compensation, not the prior year.
[6] The costs shown reflect additional annual expenses for the corresponding fiscal years. Because the contract takes effect on June 28, 2025, the additional expense for FY 2024/25 is considered negligible.

**ATTACHMENT G**

**Budget Amendment No. 26-005**

# City of Newport Beach

BUDGET AMENDMENT

2025-26

**BA#: 26-005**

Department: Human Resources

Requestor: Barbara Salvini

**ONE TIME:** ☐ Yes ☑ No

☐ **CITY MANAGER'S APPROVAL ONLY**

☑ **COUNCIL APPROVAL REQUIRED**

***Approvals***

**Finance Director:** Shelby Burgoyne Date 6/27/25

**City Clerk:** Date

**EXPLANATION FOR REQUEST:**

To increase expenditure appropriations to fund the agreement with The Newport Beach Police Management Association.

☐ from existing budget appropriations
☐ from additional estimated revenues
☑ from unappropriated fund balance

**REVENUES**

| Fund # | Org | Object | Project | Description | Increase or (Decrease) $ |
|---|---|---|---|---|---|
| | | | | - | |
| | | | | - | |
| | | | | Subtotal | $ - |

**EXPENDITURES**

| Fund # | Org | Object | Project | Description | Increase or (Decrease) $ |
|---|---|---|---|---|---|
| 010 | 01035351 | 711002 | | POLICE CHIEF - SALARIES SAFETY | 106,450.00 |
| 010 | 01035352 | 711002 | | POLICE SUPPORT SERVICES - SALARIES SAFETY | 24,129.00 |
| 010 | 01035353 | 711002 | | PATROL - SALARIES SAFETY | 380,755.00 |
| 010 | 01035354 | 711002 | | TRAFFIC - SALARIES SAFETY | 63,850.00 |
| 010 | 01035355 | 711002 | | DETECTIVES - SALARIES SAFETY | 126,255.00 |
| 010 | 01035351 | 712013 | | POLICE CHIEF - PMA LEADERSHIP COMPENSATION | 3,167.00 |
| 010 | 01035352 | 712013 | | POLICE SUPPORT SERVICES - PMA LEADERSHIP COMPENSATI | 726.00 |
| 010 | 01035353 | 712013 | | PATROL - PMA LEADERSHIP COMPENSATION | 5,888.00 |
| 010 | 01035354 | 712013 | | TRAFFIC - PMA LEADERSHIP COMPENSATION | 691.00 |
| 010 | 01035355 | 712013 | | DETECTIVES - PMA LEADERSHIP COMPENSATION | 2,579.00 |
| 010 | 01035354 | 712016 | | TRAFFIC - MOTOR OFFICER PAY | 1,406.00 |
| 010 | 01035351 | 712009 | | POLICE CHIEF - SCHOLASTIC ACHIEVEMENT | 7,685.00 |
| 010 | 01035352 | 712009 | | POLICE SUPPORT SERVICES - SCHOLASTIC ACHIEVEMENT | 2,084.00 |
| 010 | 01035353 | 712009 | | PATROL - SCHOLASTIC ACHIEVEMENT | 24,465.00 |
| 010 | 01035354 | 712009 | | TRAFFIC - SCHOLASTIC ACHIEVEMENT | 3,243.00 |
| 010 | 01035355 | 712009 | | DETECTIVES - SCHOLASTIC ACHIEVEMENT | 8,181.00 |
| 010 | 01035351 | 712007 | | POLICE CHIEF - LONGEVITY PAY SAFETY | 1,958.00 |
| 010 | 01035352 | 712007 | | POLICE SUPPORT SERVICES - LONGEVITY PAY SAFETY | 369.00 |
| 010 | 01035353 | 712007 | | PATROL - LONGEVITY PAY SAFETY | 7,226.00 |
| 010 | 01035354 | 712007 | | TRAFFIC - LONGEVITY PAY SAFETY | 527.00 |
| 010 | 01035355 | 712007 | | DETECTIVES - LONGEVITY PAY SAFETY | 1,781.00 |
| 010 | 01035351 | 712012 | | POLICE CHIEF - HOLIDAY PAY SAFETY | 5,298.00 |
| 010 | 01035353 | 712012 | | PATROL - HOLIDAY PAY SAFETY | 16,553.00 |
| 010 | 01035354 | 712012 | | TRAFFIC - HOLIDAY PAY SAFETY | 2,094.00 |
| 010 | 01035355 | 712012 | | DETECTIVES - HOLIDAY PAY SAFETY | 5,347.00 |
| 010 | 01035351 | 712019 | | POLICE CHIEF - SAFETY CERTIFICATION PAY | 54,730.00 |
| 010 | 01035352 | 712019 | | POLICE SUPPORT SERVICES - SAFETY CERTIFICATION PAY | 12,405.00 |
| 010 | 01035353 | 712019 | | PATROL - SAFETY CERTIFICATION PAY | 195,761.00 |
| 010 | 01035354 | 712019 | | TRAFFIC - SAFETY CERTIFICATION PAY | 32,828.00 |
| 010 | 01035355 | 712019 | | DETECTIVES - SAFETY CERTIFICATION PAY | 64,912.00 |

| Fund # | Org | Object | Project | Description | Increase or (Decrease) $ |
|---|---|---|---|---|---|
| 010 | 01035355 | 712021 | | DETECTIVES - DETECTIVE PAY | 30,852.00 |
| 010 | 01035353 | 712022 | | PATROL - SWAT PAY | 3,022.00 |
| 010 | 01035355 | 712022 | | DETECTIVES - SWAT PAY | 3,331.00 |
| 010 | 01035351 | 712022 | | POLICE CHIEF - SWAT PAY | 3,331.00 |
| 010 | 01035354 | 712022 | | TRAFFIC - SWAT PAY | 3,729.00 |
| 010 | 01035351 | 712023 | | POLICE CHIEF - CRISIS NEGOTIATION TEAM PAY | 1,665.00 |
| 010 | 01035353 | 712023 | | PATROL - CRISIS NEGOTIATION TEAM PAY | 1,586.00 |
| 010 | 01035351 | 722002 | | POLICE CHIEF - PENSION EE NORMAL COST SAFETY | 32,063.00 |
| 010 | 01035352 | 722002 | | POLICE SUPPORT SERVICES - PENSION EE NORMAL COST SAF | 7,350.00 |
| 010 | 01035353 | 722002 | | PATROL - PENSION EE NORMAL COST SAFETY | 59,614.00 |
| 010 | 01035354 | 722002 | | TRAFFIC - PENSION EE NORMAL COST SAFETY | 7,000.00 |
| 010 | 01035355 | 722002 | | DETECTIVES - PENSION EE NORMAL COST SAFETY | 26,108.00 |
| 010 | 01035351 | 723003 | | POLICE CHIEF - PENSION ER NORMAL COST SAFETY | 64,222.00 |
| 010 | 01035352 | 723003 | | POLICE SUPPORT SERVICES - PENSION ER NORMAL COST SAF | 14,723.00 |
| 010 | 01035353 | 723003 | | PATROL - PENSION ER NORMAL COST SAFETY | 119,407.00 |
| 010 | 01035354 | 723003 | | TRAFFIC - PENSION ER NORMAL COST SAFETY | 14,022.00 |
| 010 | 01035355 | 723003 | | DETECTIVES - PENSION ER NORMAL COST SAFETY | 52,294.00 |
| 010 | 01035351 | 724002 | | POLICE CHIEF - PENSION EE CONTRIB SAFETY | (27,150.00) |
| 010 | 01035352 | 724002 | | POLICE SUPPORT SERVICES - PENSION EE CONTRIB SAFETY | (6,224.00) |
| 010 | 01035353 | 724002 | | PATROL - PENSION EE CONTRIB SAFETY | (50,480.00) |
| 010 | 01035354 | 724002 | | TRAFFIC - PENSION EE CONTRIB SAFETY | (5,928.00) |
| 010 | 01035355 | 724002 | | DETECTIVES - PENSION EE CONTRIB SAFETY | (22,108.00) |
| 010 | 01035351 | 727016 | | POLICE CHIEF - MEDICARE FRINGES | 2,417.00 |
| 010 | 01035352 | 727016 | | POLICE SUPPORT SERVICES - MEDICARE FRINGES | 554.00 |
| 010 | 01035353 | 727016 | | PATROL - MEDICARE FRINGES | 4,493.00 |
| 010 | 01035354 | 727016 | | TRAFFIC - MEDICARE FRINGES | 528.00 |
| 010 | 01035355 | 727016 | | DETECTIVES - MEDICARE FRINGES | 1,968.00 |
| 010 | 01035351 | 721001 | | POLICE CHIEF - CAFETERIA ALLOWANCE FT | 7,200.00 |
| 010 | 01035352 | 721001 | | POLICE SUPPORT SERVICES - CAFETERIA ALLOWANCE FT | 18,000.00 |
| 010 | 01035353 | 721001 | | PATROL - CAFETERIA ALLOWANCE FT | 39,663.00 |
| 010 | 01035355 | 721001 | | DETECTIVES - CAFETERIA ALLOWANCE FT | 3,600.00 |
| 010 | 01035351 | 713002 | | POLICE CHIEF - OVERTIME SAFETY & 1/2 TIME | 2,361.00 |
| 010 | 01035352 | 713002 | | POLICE SUPPORT SERVICES - OVERTIME SAFETY & 1/2 TIME | 1,701.00 |
| 010 | 01035353 | 713002 | | PATROL - OVERTIME SAFETY & 1/2 TIME | 25,001.00 |
| 010 | 01035354 | 713002 | | TRAFFIC - OVERTIME SAFETY & 1/2 TIME | 13,008.00 |
| 010 | 01035355 | 713002 | | DETECTIVES - OVERTIME SAFETY & 1/2 TIME | 14,404.00 |
| 010 | 01035351 | 728003 | | POLICE CHIEF - COMPENSATED ABSENCES | 9,501.00 |
| 010 | 01035352 | 728003 | | POLICE SUPPORT SERVICES - COMPENSATED ABSENCES | 2,154.00 |
| 010 | 01035353 | 728003 | | PATROL - COMPENSATED ABSENCES | 33,983.00 |
| 010 | 01035354 | 728003 | | TRAFFIC - COMPENSATED ABSENCES | 5,699.00 |
| 010 | 01035355 | 728003 | | DETECTIVES - COMPENSATED ABSENCES | 11,268.00 |
| | | | | - | |
| | | | | Subtotal | $ 1,693,275.00 |

**FUND BALANCE**

| Fund # | Object | Description | Increase or (Decrease) $ |
|---|---|---|---|
| 010 | 300000 | GENERAL FUND - FUND BALANCE CONTROL | **(1,693,275.00)** |
| | | - | - |
| | | Subtotal | **$ (1,693,275.00)** |

***Fund Balance Change Required***

Received After Agenda Printed
July 8, 2025
Written Comments

# July 8, 2025, City Council Agenda Comments

The following comments on items on the Newport Beach City Council agenda are submitted by:
Jim Mosher ( jimmosher@yahoo.com ), 2210 Private Road, Newport Beach 92660 (949-548-6229)

## *Item 1. Minutes for the June 24, 2025 City Council Meeting*

The passages shown in *italics* below are from the draft minutes with suggested corrections shown in ***~~strikeout~~*** ***underline*** format. The page numbers refer to Volume 66.

**Page 339**, Item III: **The title "III. PUBLIC COMMENTS" is misplaced**.

The video shows Item III consisted solely of a reading of the notice regarding public comments by the Interim City Clerk, and seems to have been relocated in the agenda sequence by the Mayor. The clock visible on the wall confirms the reading took place after the Council returned at 4:30 p.m. from a brief recess and was not part of the earlier study session. **It occurred between Items "VI. ROLL CALL" and "VII. INVOCATION." and should be so indicated in the minutes, not at the location shown in the draft.**

The public comment listed under the "III. PUBLIC COMMENTS" heading in the draft was not in response to the Item III reading. It occurred before 4:30 p.m. and was part of study session Item SS2. **Moving the Item III heading (but not the comment) to its proper location later in the agenda will correct that error**.

**Page 339**, paragraph 2 from end (part of the misplaced comments described above), last sentence: "*He also noted, independent of his role on the General Plan Advisory Committee, that* ***~~there are additional materials linked~~*** *at the end of the AAM staff report* ***~~that are~~*** ***there is a link to a page with*** *very helpful* ***additional information****, including a link to a video of a symposium held in Palm Springs containing an in-depth discussion about AAM*."

[**comment**: I suspect the reason the staff report did not directly link to the additional materials, but, insteading, linked to a separate webpage ("newportbeachca.gov/AAM") containing links to the material is that, for reasons unknown to me, when staff reports (and comments such as this) get archived to the City's Laserfiche permanent storage system, the hyperlinks within them continue to display as hyperlinks, but become non-functional and (frustratingly) cannot be used unless the URL is spelled out in full for copying and pasting into a web browser. In the case of the AAM video, the URL is 81 characters long and likely could not have been displayed, in full, on a single line of the staff report.]

**Page 347**, last appointment item:

"*3. Interim City Clerk Perry read the ballot votes for the City Arts Commission as follows:*

*David Anastos – Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand*
*Rita Goldberg - Grant****, Kleiman, Weigand***
*Melissa Kandel - Barto, Blom, Grant,* ***~~Kleiman,~~*** *Stapleton, Weber, Weigand*
*Tiare Meegan - Barto, Blom, Kleiman, Stapleton, Weber****~~, Weigand~~***
*Laurel* ***~~Tipett~~*** ***Tippett*** *- Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand*

*Interim City Clerk Perry announced that David Anastos, Melissa Kandel, Tiare Meegan, and Laurel Tippett were appointed to the City Arts Commission*."

[**comment**: As of this writing, the ballots have not been copied to the meeting agenda's Laserfiche archive, but the votes shown in the draft minutes differ from those read at the meeting (as recorded in the video) as shown. In addition to correcting the misspelling of "Tippett" and the votes, it might be noted that the staff report indicated three of the City Arts Commission appointments were for terms ending in 2029 and one for a term ending in 2026.[1] Neither the Council nor the Clerk indicated which appointees were being appointed to which terms. The tradition seems to have been the appointee with the least votes gets the shortest term. In this case, that would be Tiare Meegan. However, since this was not discussed it is not clear that was the intent here.]

## *Item 4. Resolution No. 2025-41: Adopting a Memorandum of Understanding with the Newport Beach Professional and Technical Employees Association and Associated Salary Schedule*

It is a bit confusing since there may be more than one version of the Council agenda posted in more than one place, but it appears that as of July 7, the MOU being presented for approval on July 8 as Attachment A to Resolution No. 2025-41 and promised to be "available for viewing prior to the meeting" is not yet available for viewing.

This is particularly strange since a version of what purported to be the MOU was presented for review at the June 24 Council meeting. Is the present "Attachment A" any different from that? Why has it not been provided?

## *Item 5. Resolution No. 2025-42: Adopting a Memorandum of Understanding with the Newport Beach Police Management Association and the Associated Salary Schedule*

Unlike agenda Item 4, the MOU being presented for possible adoption is included in the packet.

What is peculiar about this one is that the document history on page 5-38 indicates the Mayor signed it on July 3, without the Council having acted on the item or having given the Mayor authority to sign.

---

[1] Retaining the ending dates of the board & commissioners' 4-year terms is important to ensuring a gradual replacement of position holders rather than a wholesale replacement in any one year. The original City Charter Section 702, approved by voters on June 8, 1954, required the original members of 5-member boards to arrange themselves into something like a 1-1-1-2 pattern of yearly appointment numbers, and 7-member boards into a 1-2-2-2 pattern. Apparently in connection with a measure to expand the Planning Commission to nine members,, this was changed less than a year later when, at the April 10, 1955, Municipal election, voters approved an amendment requiring at least 1 appointment each year, but allowing up to 3. When the seven-member City Arts Commission was created by a Charter amendment that was part of Proposition 1 at the April 9, 1974, election, the original members may have used that to organize their terms into a 1-1-2-3 annual appointment structure (an additional Charter amendment in 1992 gave the Council discretion to change the number of members of the Arts Commission – and only it – by ordinance or resolution, but it is unclear if that has ever been used).The massive Charter changes wrought by Measure EE in 2012 rewrote Section 702, vaguely leaving the appointment rotation structure of new boards and commissions completely to the discretion of the Council at the time of the initial appointments.

## *Item 6. Resolution No. 2025-43: Requesting a CalPERS Contract Amendment to Eliminate Section 20516(a) Cost Sharing for Citywide Miscellaneous Tier I Employees*

The staff report indicates that getting this amendment initiated "is a matter of great urgency" because of pending contract negotiations, but is less clear about the status of the cost sharing between now and when the amendment is completed, which it anticipates will be "at least a few months" away (and it says nothing about the amendment, if approved, being retroactive).

Who will be paying the cost sharing amounts between now and then if the contracts with the employee groups say one thing and the contract with CalPERS says something different? Or are the employee contracts being written in such a way that they will pay whatever the CalPERS contract says (in other words, make no change in cost sharing obligations until after a change to the CalPERS contract is completed)?

## *Item 7. Approval of a Professional Services Agreement with Arts Orange County to Manage Phase X of the Sculpture Exhibition in Civic Center Park*

The staff report implies the contractor will be working to a timeline set by the City Arts Commission.

Since the contract does not seem to have been posted in a machine-readable format, it is a little difficult for me to verify, but I don't think the expectation that the contractor will be working to an Arts Commission dictated timeline is part of the contract.

Another concern is with the agreement, in the Scope of Services on page 7-17, of the Community Input process by which applications for inclusion in the exhibition become part of the public survey determining the final selections. While there may be a need to reduce the entries to a manageable number for the public to evaluate, I believe that at one time the Commission's role in that was limited to eliminating entries that were unsuitable for objective reasons (such as use of materials not suitable for 2- or 3-year outdoor display). As has happened in recent years, Section 3.2 of the proposed Scope of Services appears to give the Commission unlimited authority to restrict the public survey to pieces that meet the Commission's tastes.

To avoid the public being given no real choice, shouldn't the contract set a minimum number of entries to be presented for consideration by the public?

## *Item 8. Irrigation Controller Replacement Phase 2 - Notice of Completion for Contract No. 9735-1 (25P02)*

This contract seems remarkable in that it was completed, according to this report, at the exact original contract price (not a penny more or less).

That contract, as approved as Item 5 at the March 25, 2025, meeting, included a 5% contingency, but did not allow extra compensation for unforeseen difficulties. Usually there are either cost savings found or change orders made, but apparently there were none here.

It also seems remarkable that the work was completed in 29 days when 120 were allowed.

## *Item 9. Tentative Memorandum of Understanding with Newport Beach Lifeguard Management Association (NBLMA)*

The effort to provide a redline of the proposed MOU for review prior to final action on it at a future meeting is commendable.

However, and while I may be confused due to possibly different versions of Council agenda posted at different locations, as of July 7, I have been unable to find the proposed MOU, but only a promise it "*will be available for viewing prior to the meeting*."

## *Item 14. General Plan Update Steering Committee (GPUSC) Bi-Monthly Update to the City Council*

As a member of GPAC, but commenting as a private citizen, I would observe, as must be obvious, that it has been more than two months since the last GPUSC "bi-monthly" update to the City Council. As the report alludes to, I suspect the delay may have been due, in part, to the Council's decision in January and February to terminate all the existing GPAC appointments and re-appoint 24 of them. I can say personally that this had a quite demoralizing effect and significantly, and unnecessarily, delayed the effort. It also resulted in the loss of two of the most highly engaged members.

Partially as a result of this, I believe the Council will ultimately be receiving a largely staff and consultant written General Plan, with relatively small pieces subjected to citizen review. Absent so far has been any real effort to compare the staff/consultant proposals to the current plan, highlighting what is new and what has been removed, and why. I hope that will be included when something eventually gets to the Council.

Speaking as a citizen who attended all but one of the workshops detailed in Attachment B, I would observe participation was considerably less "robust" than it may appear from the report. At the earlier workshops, the few unaffiliated citizens in attendance were far outnumbered by staff, consultants and GPAC members. And even counting better attendance at the final one, the fraction of the Newport Beach population providing input remains extremely small. Participation through the Newport, Together website also appears to have been minimal, suggesting most of the public may not even be aware of the update effort. It looks like no comments have been added through it since December, and very few before that.

## *Item 17. Fourth Amended and Restated Employment Agreement for City Manager*

This proposed Agreement, which was apparently developed in closed session, strikes me as fiscally irresponsible.

The City already has a contract for Grace Leung's services through December 30, 2026. That contract provides for no extra or continuing compensation in the event she voluntarily ceases to provide those services; that is, if she retires prior to its end, such as on December 30, 2025. While it is true the existing contract provides an extremely generous severance package should the Council involuntarily terminate Ms. Leung prior that Agreement's normal end, Council members have repeatedly praised her performance.

The present proposal allows Ms. Leung to leave at the end of 2025, yet be paid, in effect, through the end of calendar year 2026, without having to provide any services to the City during that final year of the current contract – a year in which City taxpayers will have to pay a different, and possibly higher-paid City Manager to provide the services that Ms. Leung will effectively be paid for but not providing.

Given the Council's public praise of Ms. Leung, I see no reason to alter the existing contract and put taxpayers to this extra expense. If Ms. Leung wishes to retire on December 26, that is her choice, but neither the Council, nor Newport Beach taxpayers, should be under any obligation to pay her anything extra for doing so.

Should the Council, alternatively, regard this as a retirement gift – a bonus for extraordinary service during her tenure here – I believe that would run afoul of the California Contsitution's Article XI, Section 10 prohibition against cities, including charter cities,[2] granting extra compensation for work contracted for and already performed. As we have been frequently reminded, California courts have carved out exceptions to this rule allowing retroactive adjustments during a time of contract negotiation, but that is not the circumstance here, since this does not seem in any way related to retaining or continuing service. Similarly, we have been reminded that charter cities are not *prohibited* from making gifts of public funds unless such a restriction is self-imposed in its charter. But not being *prohibited* in general does not mean they are *allowed* to make a gift expressly precluded by the Constitution.

Given all this, if the public praise was insincere, and the Council has found some reason it wants to terminate Ms. Leung, but cannot do so "for cause,"[3] then the staff report should clearly lay out the options available. Of particular interest would be how the cost to taxpayers of an involuntary separation on December 26, 2025 (or some earlier or later date), subject to the existing severance provisions, compares to the cost of the present proposal.

## *Item 18. Eighth Amended and Restated Employment Agreement for City Attorney*

It would have been helpful to provide a redline of the current agreement (contract C-7034-5) compared to this proposed one.

I also have trouble deducing from either the staff report or Attachment C how the annual cost of the proposed agreement compares to the cost expected under the existing agreement.

In view of the previous agenda item, the Council might wish to reconsider the extremely generous severance packages it is offering its employees. In the present case, the proposal will apparently roll back to 12 months the existing promise of 18 months severance, which roll-back, without the amendment, would not have happened until March 2026. However, one might wonder why even 12 months is being offered? It seems to significantly restrain the Council's ability to change employees even when it thinks a change would benefit the City.

---

[2] The otherwise plenary authority to set employee compensation granted to charter cities by Section 5 is expressly limited, in that section, by the other provisions of Article XI.

[3] Under the current Agreement, a "for cause" separation requires no additional compensation of any kind to be paid beyond the separation date.

CITY OF

# NEWPORT BEACH

## City Council Staff Report

July 8, 2025
Agenda Item No. 6

| | |
|---|---|
| **TO:** | HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL |
| **FROM:** | Grace K. Leung, City Manager - 949-644-3001, gleung@newportbeachca.gov |
| **PREPARED BY:** | Jason Al-Imam, Finance Director/Treasurer - 949-644-3126, jalimam@newportbeachca.gov |
| **TITLE:** | Resolution No. 2025-43: Requesting a CalPERS Contract Amendment to Eliminate Section 20516(a) Cost Sharing for Citywide Miscellaneous Tier I Employees |


**ABSTRACT:**

Since 2007, Tier I miscellaneous employees have contributed 2.420% of the employer's California Public Employees' Retirement System (CalPERS) share under a cost-sharing arrangement pursuant to Government Code Section 20516(a), in addition to the statutory 8% member contribution. Following recent labor negotiations, the City of Newport Beach has reached or is finalizing agreements with most employee groups to reduce or eliminate this cost-sharing contribution. The proposed resolution initiates the process to amend the City's contract with CalPERS to remove the Section 20516(a) contribution, a time-sensitive change in light of newly negotiated labor agreements taking effect.


**RECOMMENDATIONS:**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Adopt Resolution No. 2025-43, *A Resolution of the City Council of the City of Newport Beach, California, Requesting the California Public Employees' Retirement System (CalPERS) Amend the Contract Between the City of Newport Beach and the Board of Administration of CalPERS to Reduce or Eliminate Cost Sharing Pursuant to Government Code Section 20516(A) for City Miscellaneous Tier I Employees Citywide*.

**DISCUSSION:**

Since 2007, the City's CalPERS contract has included a cost-sharing arrangement for Tier I miscellaneous employees (City employees not in the CalPERS safety retirement plan hired on or before November 23, 2012) under which employee groups agreed to contribute a portion of the employer's share toward their pensions pursuant to Government Code Section 20516(a). This contribution is in addition to the statutory 8% member contribution required for Tier I miscellaneous employees. Currently, the

CalPERS contract requires employees to contribute 2.420% of the employer's share under this cost-sharing arrangement.

In addition, employees have been required to contribute further amounts based on the terms of their respective labor agreements, pursuant to Government Code Section 20516(f).

The City has entered into good faith labor negotiations with City labor groups who represent miscellaneous City employees, as well as discussions with its unrepresented employees. As a result of those negotiations, the City has entered into tentative agreements with most of these groups and employees to reduce or eliminate the amount of employee cost sharing set forth in those agreements, and anticipates reaching agreements with the remaining groups shortly.

For employees who will continue to cost share, contributions will be governed solely through collective bargaining agreements pursuant to Government Code Section 20516(f). The City has been informed by CalPERS that eliminating cost sharing under section 20516(a) requires a contract amendment with CalPERS.

The City is aware that processing such a contract change of this type is likely to take at least a few months. This is a matter of great urgency because the labor agreements with many groups are going into effect imminently and, in one case, is already in effect.

The proposed resolution initiates the process to amend the CalPERS contract by reducing the Section 20516(a) cost-sharing contribution from 2.420% to 0%.

**FISCAL IMPACT:**

There is no fiscal impact associated with this item, as the cost of the reduced employee cost-sharing contributions has already been incorporated into the amended budget following the adoption of the related agreements for the affected bargaining groups.

**ENVIRONMENTAL REVIEW:**

Staff recommends the City Council find this action 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, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**NOTICING:**

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

**ATTACHMENT:**

Attachment A – Resolution

# RESOLUTION NO. 2025-43

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA REQUESTING THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS) AMEND THE CONTRACT BETWEEN THE CITY OF NEWPORT BEACH AND THE BOARD OF ADMINISTRATION OF CALPERS TO REDUCE OR ELIMINATE COST SHARING PURSUANT TO GOVERNMENT CODE SECTION 20516(a) FOR CITY MISCELLANEOUS TIER I EMPLOYEES CITYWIDE

**WHEREAS**, the City Council of the City of Newport Beach ("City") has entered into good faith labor negotiations with the City's bargaining groups (collectively "Associations") that represent City Miscellaneous Tier I employees;

**WHEREAS**, based on the negotiations with the Associations, the City has entered into agreements and tentative agreements with most of the Associations to reduce or eliminate the amount of employee cost sharing of the employer retirement contributions;

**WHEREAS**, the City anticipates reaching agreements or tentative agreements with the remaining Associations soon;

**WHEREAS**, the City Council will be considering amending the Compensation Plan, which outlines the salary and benefits for the unrepresented Key and Management Employees, amending employment agreements, and taking other actions that will impact the terms and conditions of employment for unrepresented City Miscellaneous Tier I employees soon;

**WHEREAS**, for all employees who will continue to share costs, the cost sharing will be through collective bargaining agreements pursuant to Government Code Section 20516(f);

**WHEREAS**, the City has been informed by the California Public Employees' Retirement System ("CalPERS") that modifying cost sharing under Government Code Section 20516(a) requires a contract amendment with CalPERS;

**WHEREAS**, the City is aware that processing such contract change is likely to take at least a few months; and

**WHEREAS**, this is a matter of great urgency as the labor agreements with many of the Associations are in effect or will go into effect imminently.

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

**Section 1:** The City Council hereby requests that CalPERS initiate the process to eliminate all cost sharing pursuant to Government Code section 20516(a) for all City Miscellaneous Tier I employees, represented and unrepresented, as soon as possible.

**Section 2:** 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 3:** The recitals provided in this resolution are true and correct and are incorporated into the substantive portion of this resolution.

**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 8th day of July, 2025.

Joe Stapleton
Mayor

**ATTEST:**

Molly Perry
Interim City Clerk

**APPROVED AS TO FORM:**
CITY ATTORNEY'S OFFICE

Aaron C. Harp
City Attorney

Received After Agenda Printed
July 8, 2025
Written Comments

# July 8, 2025, City Council Agenda Comments

The following comments on items on the Newport Beach City Council agenda are submitted by:
Jim Mosher ( jimmosher@yahoo.com ), 2210 Private Road, Newport Beach 92660 (949-548-6229)

## *Item 1. Minutes for the June 24, 2025 City Council Meeting*

The passages shown in *italics* below are from the draft minutes with suggested corrections shown in ***~~strikeout~~*** ***underline*** format. The page numbers refer to Volume 66.

**Page 339**, Item III: **The title "III. PUBLIC COMMENTS" is misplaced**.

The video shows Item III consisted solely of a reading of the notice regarding public comments by the Interim City Clerk, and seems to have been relocated in the agenda sequence by the Mayor. The clock visible on the wall confirms the reading took place after the Council returned at 4:30 p.m. from a brief recess and was not part of the earlier study session. **It occurred between Items "VI. ROLL CALL" and "VII. INVOCATION." and should be so indicated in the minutes, not at the location shown in the draft.**

The public comment listed under the "III. PUBLIC COMMENTS" heading in the draft was not in response to the Item III reading. It occurred before 4:30 p.m. and was part of study session Item SS2. **Moving the Item III heading (but not the comment) to its proper location later in the agenda will correct that error**.

**Page 339**, paragraph 2 from end (part of the misplaced comments described above), last sentence: "*He also noted, independent of his role on the General Plan Advisory Committee, that* ***~~there are additional materials linked~~*** *at the end of the AAM staff report* ***~~that are~~*** ***there is a link to a page with*** *very helpful* ***additional information****, including a link to a video of a symposium held in Palm Springs containing an in-depth discussion about AAM*."

[**comment**: I suspect the reason the staff report did not directly link to the additional materials, but, insteading, linked to a separate webpage ("newportbeachca.gov/AAM") containing links to the material is that, for reasons unknown to me, when staff reports (and comments such as this) get archived to the City's Laserfiche permanent storage system, the hyperlinks within them continue to display as hyperlinks, but become non-functional and (frustratingly) cannot be used unless the URL is spelled out in full for copying and pasting into a web browser. In the case of the AAM video, the URL is 81 characters long and likely could not have been displayed, in full, on a single line of the staff report.]

**Page 347**, last appointment item:

"*3. Interim City Clerk Perry read the ballot votes for the City Arts Commission as follows:*

*David Anastos – Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand*
*Rita Goldberg - Grant****, Kleiman, Weigand***
*Melissa Kandel - Barto, Blom, Grant,* ***~~Kleiman,~~*** *Stapleton, Weber, Weigand*
*Tiare Meegan - Barto, Blom, Kleiman, Stapleton, Weber****~~, Weigand~~***
*Laurel* ***~~Tipett~~*** ***Tippett*** *- Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand*

*Interim City Clerk Perry announced that David Anastos, Melissa Kandel, Tiare Meegan, and Laurel Tippett were appointed to the City Arts Commission*."

[**comment**: As of this writing, the ballots have not been copied to the meeting agenda's Laserfiche archive, but the votes shown in the draft minutes differ from those read at the meeting (as recorded in the video) as shown. In addition to correcting the misspelling of "Tippett" and the votes, it might be noted that the staff report indicated three of the City Arts Commission appointments were for terms ending in 2029 and one for a term ending in 2026.[1] Neither the Council nor the Clerk indicated which appointees were being appointed to which terms. The tradition seems to have been the appointee with the least votes gets the shortest term. In this case, that would be Tiare Meegan. However, since this was not discussed it is not clear that was the intent here.]

## *Item 4. Resolution No. 2025-41: Adopting a Memorandum of Understanding with the Newport Beach Professional and Technical Employees Association and Associated Salary Schedule*

It is a bit confusing since there may be more than one version of the Council agenda posted in more than one place, but it appears that as of July 7, the MOU being presented for approval on July 8 as Attachment A to Resolution No. 2025-41 and promised to be "available for viewing prior to the meeting" is not yet available for viewing.

This is particularly strange since a version of what purported to be the MOU was presented for review at the June 24 Council meeting. Is the present "Attachment A" any different from that? Why has it not been provided?

## *Item 5. Resolution No. 2025-42: Adopting a Memorandum of Understanding with the Newport Beach Police Management Association and the Associated Salary Schedule*

Unlike agenda Item 4, the MOU being presented for possible adoption is included in the packet.

What is peculiar about this one is that the document history on page 5-38 indicates the Mayor signed it on July 3, without the Council having acted on the item or having given the Mayor authority to sign.

---

[1] Retaining the ending dates of the board & commissioners' 4-year terms is important to ensuring a gradual replacement of position holders rather than a wholesale replacement in any one year. The original City Charter Section 702, approved by voters on June 8, 1954, required the original members of 5-member boards to arrange themselves into something like a 1-1-1-2 pattern of yearly appointment numbers, and 7-member boards into a 1-2-2-2 pattern. Apparently in connection with a measure to expand the Planning Commission to nine members,, this was changed less than a year later when, at the April 10, 1955, Municipal election, voters approved an amendment requiring at least 1 appointment each year, but allowing up to 3. When the seven-member City Arts Commission was created by a Charter amendment that was part of Proposition 1 at the April 9, 1974, election, the original members may have used that to organize their terms into a 1-1-2-3 annual appointment structure (an additional Charter amendment in 1992 gave the Council discretion to change the number of members of the Arts Commission – and only it – by ordinance or resolution, but it is unclear if that has ever been used).The massive Charter changes wrought by Measure EE in 2012 rewrote Section 702, vaguely leaving the appointment rotation structure of new boards and commissions completely to the discretion of the Council at the time of the initial appointments.

## *Item 6. Resolution No. 2025-43: Requesting a CalPERS Contract Amendment to Eliminate Section 20516(a) Cost Sharing for Citywide Miscellaneous Tier I Employees*

The staff report indicates that getting this amendment initiated "is a matter of great urgency" because of pending contract negotiations, but is less clear about the status of the cost sharing between now and when the amendment is completed, which it anticipates will be "at least a few months" away (and it says nothing about the amendment, if approved, being retroactive).

Who will be paying the cost sharing amounts between now and then if the contracts with the employee groups say one thing and the contract with CalPERS says something different? Or are the employee contracts being written in such a way that they will pay whatever the CalPERS contract says (in other words, make no change in cost sharing obligations until after a change to the CalPERS contract is completed)?

## *Item 7. Approval of a Professional Services Agreement with Arts Orange County to Manage Phase X of the Sculpture Exhibition in Civic Center Park*

The staff report implies the contractor will be working to a timeline set by the City Arts Commission.

Since the contract does not seem to have been posted in a machine-readable format, it is a little difficult for me to verify, but I don't think the expectation that the contractor will be working to an Arts Commission dictated timeline is part of the contract.

Another concern is with the agreement, in the Scope of Services on page 7-17, of the Community Input process by which applications for inclusion in the exhibition become part of the public survey determining the final selections. While there may be a need to reduce the entries to a manageable number for the public to evaluate, I believe that at one time the Commission's role in that was limited to eliminating entries that were unsuitable for objective reasons (such as use of materials not suitable for 2- or 3-year outdoor display). As has happened in recent years, Section 3.2 of the proposed Scope of Services appears to give the Commission unlimited authority to restrict the public survey to pieces that meet the Commission's tastes.

To avoid the public being given no real choice, shouldn't the contract set a minimum number of entries to be presented for consideration by the public?

## *Item 8. Irrigation Controller Replacement Phase 2 - Notice of Completion for Contract No. 9735-1 (25P02)*

This contract seems remarkable in that it was completed, according to this report, at the exact original contract price (not a penny more or less).

That contract, as approved as Item 5 at the March 25, 2025, meeting, included a 5% contingency, but did not allow extra compensation for unforeseen difficulties. Usually there are either cost savings found or change orders made, but apparently there were none here.

It also seems remarkable that the work was completed in 29 days when 120 were allowed.

## *Item 9. Tentative Memorandum of Understanding with Newport Beach Lifeguard Management Association (NBLMA)*

The effort to provide a redline of the proposed MOU for review prior to final action on it at a future meeting is commendable.

However, and while I may be confused due to possibly different versions of Council agenda posted at different locations, as of July 7, I have been unable to find the proposed MOU, but only a promise it "*will be available for viewing prior to the meeting*."

## *Item 14. General Plan Update Steering Committee (GPUSC) Bi-Monthly Update to the City Council*

As a member of GPAC, but commenting as a private citizen, I would observe, as must be obvious, that it has been more than two months since the last GPUSC "bi-monthly" update to the City Council. As the report alludes to, I suspect the delay may have been due, in part, to the Council's decision in January and February to terminate all the existing GPAC appointments and re-appoint 24 of them. I can say personally that this had a quite demoralizing effect and significantly, and unnecessarily, delayed the effort. It also resulted in the loss of two of the most highly engaged members.

Partially as a result of this, I believe the Council will ultimately be receiving a largely staff and consultant written General Plan, with relatively small pieces subjected to citizen review. Absent so far has been any real effort to compare the staff/consultant proposals to the current plan, highlighting what is new and what has been removed, and why. I hope that will be included when something eventually gets to the Council.

Speaking as a citizen who attended all but one of the workshops detailed in Attachment B, I would observe participation was considerably less "robust" than it may appear from the report. At the earlier workshops, the few unaffiliated citizens in attendance were far outnumbered by staff, consultants and GPAC members. And even counting better attendance at the final one, the fraction of the Newport Beach population providing input remains extremely small. Participation through the Newport, Together website also appears to have been minimal, suggesting most of the public may not even be aware of the update effort. It looks like no comments have been added through it since December, and very few before that.

## *Item 17. Fourth Amended and Restated Employment Agreement for City Manager*

This proposed Agreement, which was apparently developed in closed session, strikes me as fiscally irresponsible.

The City already has a contract for Grace Leung's services through December 30, 2026. That contract provides for no extra or continuing compensation in the event she voluntarily ceases to provide those services; that is, if she retires prior to its end, such as on December 30, 2025. While it is true the existing contract provides an extremely generous severance package should the Council involuntarily terminate Ms. Leung prior that Agreement's normal end, Council members have repeatedly praised her performance.

The present proposal allows Ms. Leung to leave at the end of 2025, yet be paid, in effect, through the end of calendar year 2026, without having to provide any services to the City during that final year of the current contract – a year in which City taxpayers will have to pay a different, and possibly higher-paid City Manager to provide the services that Ms. Leung will effectively be paid for but not providing.

Given the Council's public praise of Ms. Leung, I see no reason to alter the existing contract and put taxpayers to this extra expense. If Ms. Leung wishes to retire on December 26, that is her choice, but neither the Council, nor Newport Beach taxpayers, should be under any obligation to pay her anything extra for doing so.

Should the Council, alternatively, regard this as a retirement gift – a bonus for extraordinary service during her tenure here – I believe that would run afoul of the California Contsitution's Article XI, Section 10 prohibition against cities, including charter cities,[2] granting extra compensation for work contracted for and already performed. As we have been frequently reminded, California courts have carved out exceptions to this rule allowing retroactive adjustments during a time of contract negotiation, but that is not the circumstance here, since this does not seem in any way related to retaining or continuing service. Similarly, we have been reminded that charter cities are not *prohibited* from making gifts of public funds unless such a restriction is self-imposed in its charter. But not being *prohibited* in general does not mean they are *allowed* to make a gift expressly precluded by the Constitution.

Given all this, if the public praise was insincere, and the Council has found some reason it wants to terminate Ms. Leung, but cannot do so "for cause,"[3] then the staff report should clearly lay out the options available. Of particular interest would be how the cost to taxpayers of an involuntary separation on December 26, 2025 (or some earlier or later date), subject to the existing severance provisions, compares to the cost of the present proposal.

## *Item 18. Eighth Amended and Restated Employment Agreement for City Attorney*

It would have been helpful to provide a redline of the current agreement (contract C-7034-5) compared to this proposed one.

I also have trouble deducing from either the staff report or Attachment C how the annual cost of the proposed agreement compares to the cost expected under the existing agreement.

In view of the previous agenda item, the Council might wish to reconsider the extremely generous severance packages it is offering its employees. In the present case, the proposal will apparently roll back to 12 months the existing promise of 18 months severance, which roll-back, without the amendment, would not have happened until March 2026. However, one might wonder why even 12 months is being offered? It seems to significantly restrain the Council's ability to change employees even when it thinks a change would benefit the City.

---

[2] The otherwise plenary authority to set employee compensation granted to charter cities by Section 5 is expressly limited, in that section, by the other provisions of Article XI.

[3] Under the current Agreement, a "for cause" separation requires no additional compensation of any kind to be paid beyond the separation date.

CITY OF

# NEWPORT BEACH

## City Council Staff Report

July 8, 2025
Agenda Item No. 7

| | |
|---|---|
| **TO:** | HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL |
| **FROM:** | Melissa Hartson, Library Services Director - 949-717-3801, mhartson@newportbeachca.gov |
| **PREPARED BY:** | Rebecca Lightfoot, Library Services Manager - 949-717-3819, rlightfoot@newportbeachca.gov |
| **TITLE:** | Approval of a Professional Services Agreement with Arts Orange County to Manage Phase X of the Sculpture Exhibition in Civic Center Park |


**ABSTRACT:**

The Newport Beach City Arts Commission requests City Council approval of a professional services agreement with Arts Orange County for $135,080 for Phase X of the Sculpture Exhibition in Civic Center Park. This amount includes project coordination and management fees, in addition to installation and de-installation fees.


**RECOMMENDATIONS:**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Approve a Professional Services Agreement with Arts Orange County for project management of Phase X of the Sculpture Exhibition in Civic Center Park for a total amount not to exceed $135,080 and authorize the Mayor and City Clerk to sign the agreement.

**DISCUSSION:**

The Sculpture Exhibition in Civic Center Park is an ongoing public art display that is a primary feature of the Newport Beach Civic Center. The City Arts Commission (Commission) determined that a rotating exhibition was the optimal approach for bringing a variety of sculpture to Newport Beach in a cost-efficient manner. In August 2013, the City Council authorized the Commission to implement an inaugural rotational sculpture exhibit in Civic Center Park. Since 2014, the City has exhibited nine sculpture phases in the park with Phases VIII and IX currently on display. At its November 12, 2024 meeting, the Council approved extending the exhibit period from two to three years, beginning with these two phases and continuing through subsequent phases.

Arts Orange County (ArtsOC) has provided public art coordination and site management services through professional services agreements since the beginning of the Sculpture Exhibition. ArtsOC was established in 1995 as the nonprofit, countywide arts council of

Orange County, California. The organization has been recognized by the California Arts Council as a model agency based on the quality of its work and has served as the officially designated arts agency and state-local partner of the County of Orange since its inception. The ArtsOC project team has successfully managed all previous phases of the exhibition and has strong working relationships with the Commission and City staff.

At its May 8, 2025 meeting, the Commission reviewed and approved a timeline with ArtsOC for Phase X of the Sculpture Exhibition. Pending Council approval, ArtsOC will open the call for entries on August 1, 2025, and it will close on September 29, 2025. The Commission and guest jurors will review and rank the received submissions. ArtsOC will present the rankings at the Commission's October 9, 2025 meeting to determine the qualified submissions for the public survey. ArtsOC will launch the online public survey on October 15, 2025. The public, through the survey, will choose 10 artworks and three to five alternates, which will be presented to the Commission at its December 11, 2025 meeting. The most popular pieces, as determined by the online survey, will be selected for Phase X, pending final approval by the City Council.

The Commission requests City Council approval of a contract with ArtsOC for a not-to-exceed amount of $135,080 for Phase X. This amount includes both project coordination and management fees in addition to installation and de-installation costs.

**FISCAL IMPACT:**
The adopted budget includes sufficient funding for this agreement. It will be expensed to the Sculpture Exhibition account in the Cultural Arts Division of the Library Services Department, 01060603-811059.

**ENVIRONMENTAL REVIEW:**

Staff recommends the City Council find this action 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, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**NOTICING:**

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

**ATTACHMENT:**

Attachment A – Professional Services Agreement with Arts Orange County – Phase X

# PROFESSIONAL SERVICES AGREEMENT WITH ARTS ORANGE COUNTY FOR SCULPTURE EXHIBITION – PHASE X

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 8th day of July, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and ARTS ORANGE COUNTY, a California nonprofit corporation ("Consultant"), whose address is 17620 Fitch Avenue, Suite 255, Irvine, California 92614-6081, and is made with reference to the following:

## RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. City desires to engage Consultant to provide public art coordination and site management services including but not limited to installation and de-installation of temporary sculpture exhibits for the Sculpture Exhibition in Civic Center Park – Phase X, for up to ten (10) sculptures ("Project").

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.

D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

## 1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on June 30, 2029, unless terminated earlier as set forth herein.

## 2. SERVICES TO BE PERFORMED

Consultant shall diligently perform all the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). City may elect to delete certain Services within the Scope of Services at its sole discretion.

## 3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

## 4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **One Hundred Thirty Five Thousand Eighty Dollars and 00/100 ($135,080.00),** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B.

## 5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Patrick Brien to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

## 6. ADMINISTRATION

This Agreement will be administered by the Library Services Department. City's Library Services Director or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

## 7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

## 8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards

and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

## 9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Consultant's presence or activities conducted on the Project (including the negligent, reckless, and/or willful acts, errors and/or omissions of Consultant, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them).

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

## 10. INDEPENDENT CONTRACTOR

It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

## 11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

## 12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

## 13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

## 14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

## 15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any

of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

## 16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

## 17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

## 18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

## 19. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

## 20. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

## 21. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

## 22. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

## 23. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

## 24. CONFLICTS OF INTEREST

24.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

## 25. NOTICES

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

25.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Library Services Director
Library Services Department
City of Newport Beach
1000 Avocado Ave.
Newport Beach, CA 92660

25.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Patrick Brien
Arts Orange County
17620 Fitch Avenue, Ste 255
Irvine, CA 92614-6081

## 26. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing,

all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.).*

## 27. TERMINATION

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

## 28. PREVAILING WAGES

28.1 If any of the Work contemplated under the Agreement is considered a "public work", pursuant to the applicable provisions of the Labor Code of the State of California, including but not limited to Section 1720 et seq., not less than the general prevailing rate of per diem wages including legal holidays and overtime Work for each craft or type of workman shall be paid to all workmen employed on such. In accordance with the California Labor Code (Sections 1770 et seq.), the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the Work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the Agreement. A copy of said determination is available by calling the prevailing wage hotline number (415) 703-4774, and requesting one from the Department of Industrial Relations. The Consultant is required to obtain the wage determinations from the Department of Industrial Relations and post at the job site the prevailing rate or per diem wages. It shall be the obligation of the Consultant or any subcontractor under him/her to comply with all State of California labor laws, rules and regulations and the parties agree that the City shall not be liable for any violation thereof.

28.2 In such event, unless otherwise exempt by law, Consultant warrants that no contractor or subcontractor was listed on the bid proposal for the Services that it is not currently registered and qualified to perform public work. Consultant further warrants that it is currently registered and qualified to perform "public work" pursuant to California Labor Code section 1725.5 or any successor statute thereto and that no contractor or subcontractor will engage in the performance of the Services unless currently registered and qualified to perform public work. Unless otherwise exempt by law, Consultant warrants that no contractor or subcontractor was listed on the bid proposal for the Services that it is not currently registered and qualified to perform public work. Consultant further warrants that it is currently registered and qualified to perform "public work" pursuant to California Labor Code section 1725.5 or any successor statute thereto and that no contractor or subcontractor will engage in the performance of the Services unless currently registered and qualified to perform public work.

## 29. STANDARD PROVISIONS

29.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

29.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

29.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

29.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

29.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

29.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

29.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

29.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

29.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

29.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

29.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:**
**CITY ATTORNEY'S OFFICE**
Date: 5/20/25

By: _____
Aaron C. Harp
City Attorney

5.20.25 AC

**ATTEST:**
Date: _____

By: _____
Leilani I. Brown
City Clerk

**CITY OF NEWPORT BEACH,**
a California municipal corporation
Date: _____

By: _____
Joe Stapleton
Mayor

**CONSULTANT:** Arts Orange County, a California nonprofit corporation
Date: _____

By: _____
Patrick Brien
Chief Executive Officer

Date: _____

By: _____
Susan K. Hori
Secretary

**[END OF SIGNATURES]**

Attachments: Exhibit A – Scope of Services
Exhibit B – Schedule of Billing Rates
Exhibit C – Insurance Requirements

# EXHIBIT A
# SCOPE OF SERVICES

# EXHIBIT A
# SCOPE OF SERVICES

Consultant shall provide public art coordination and site management services for the Newport Beach Civic Center Sculpture Exhibition. Under general direction, the Consultant shall assist in the coordination and implementation of the Sculpture Exhibition for the City of Newport Beach (City). Consultant shall report directly to the Library Services Director or his/her designee and provide direct support in administering and managing all aspects of the Sculpture Exhibition.

## 1. Installation and De-Installation Schedule

| Installation/De-installation Project | Anticipated Schedule |
|---|---|
| Installation of Phase 10 Sculptures | June 2026 |
| De-Installation of Phase 10 Sculptures | June 2029 |

## 2. Consultant Responsibilities and Provisions

Consultant shall:

2.1 Be responsible for overseeing and managing the planning, selection, and installation of public art for the Sculpture Exhibition;

2.2 Serve in an advisory capacity on public art best practices;

2.3 Facilitate orientation meetings to establish sculpture exhibition goals and expectations, and appoint artist selection panel;

2.4 Coordinate schedules and plans with City representatives;

2.5 Draft forms such as: master calendar of project, list of potential artists and art registries;

2.6 Managing the Call for Artists Entry and ensure that it reaches the largest number of artists possible;

2.7 Monitor the artists' submissions for completeness, and communicate with artists as necessary;

2.8 Coordinate the art selection process;

2.9 Present artist entries to the City of Newport Beach Arts Commission (Arts Commission) for evaluation;

2.10 Work with the City and the Arts Commission to present the selected pieces to the City Council for approval;

2.11 Provide oversight of all activities associated with artists' work, including contracts, artwork shipment, installation and de-installation, budgets, and schedules;

2.12 Developing and implementing a Media Plan for the Sculpture Exhibition;

2.13 Coordinate with the City of Newport Beach Public Works Department for matters related to site construction and infrastructure feasibility;

2.14 Supervise the design and installation of any sculpture pads that may be required;

2.15 Oversee installation & de-installation of artworks, including obtaining all necessary permits;

2.16 Manage schedule and payments to the installation team;

2.17 Advise City staff on identification plaques for individual artworks, sculpture guide, materials for docents and educational kit;

2.18 Ensure that all administrative and operational procedures related to the Sculpture Exhibition are in accordance with City policies and procedures;

2.19 Facilitate communication with the artist and City staff for recording MyNB audio guide; and

2.20 Supervise installation of City commissioned identification plaques.

## 3. Community Input

To increase public engagement in the project, the Arts Commission will offer residents opportunities to become part of the selection process. This will be accomplished by integrating these elements into the process:

3.1 Creating an online survey in which the public can select the pieces for exhibition;

3.2 Holding one curatorial selection panel meeting where public can express their preferences; at this meeting, the Arts Commission and a curatorial panel will approve pieces for inclusion in the online public survey.

3.3 Devoting one Arts Commission meeting for the public to express their opinion of the public survey rankings; at this meeting, the Arts Commission will approve public survey recommended selections and alternates for presentation to City Council.

3.4 Publicizing opportunities for public participation in the entire process to the maximum extent feasible.

The Arts Commission is committed to taking this public input into consideration in Phase 10 of the Sculpture Exhibition, with a specific goal of adding elements that engender the most public support.

# EXHIBIT B
# SCHEDULE OF BILLING RATES

# EXHIBIT B
# SCHEDULE OF BILLING RATES

| SCHEDULE OF BILLING RATES | | | |
|---|---|---|---|
| **PHASE** | **ITEM** | **DETAIL** | **COST** |
| 10 | Installation of Phase 10 Sculptures (June 2026) | 10 Sculptures | $ 50,220.00 |
| | Includes: Site Preparation & Equipment Rental | | |
| 10 | Project Management: Installation & Curation | Management Fee | $ 37,500.00 |
| 10 | Project Management: Holdover Year | Management Fee | $ 7,500.00 |
| 10 | Project Contingency | | $ 8,000.00 |
| | **Phase Sub-Total** | | **$ 103,220.00** |
| | | | |
| 10 | De-installation of Phase 10 Sculptures (2029) | 10 Sculptures | $ 21,600.00 |
| 10 | Project Management: De-installation | Management Fee | $ 10,260.00 |
| | **Phase Sub-Total** | | **$ 31,860.00** |
| | | | |
| | **PROJECT TOTAL:** | | **$ 135,080.00** |

## EXHIBIT C

## INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

   Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.

   B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence, four million dollars ($4,000,000) general aggregate. The policy shall cover liability arising from premises, operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars ($2,000,000) per claim and four million dollars ($4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.

B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least

fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Received After Agenda Printed
July 8, 2025
Written Comments

# July 8, 2025, City Council Agenda Comments

The following comments on items on the Newport Beach City Council agenda are submitted by:
Jim Mosher ( jimmosher@yahoo.com ), 2210 Private Road, Newport Beach 92660 (949-548-6229)

## *Item 1. Minutes for the June 24, 2025 City Council Meeting*

The passages shown in *italics* below are from the draft minutes with suggested corrections shown in ***~~strikeout~~*** ***underline*** format. The page numbers refer to Volume 66.

**Page 339**, Item III: **The title "III. PUBLIC COMMENTS" is misplaced**.

The video shows Item III consisted solely of a reading of the notice regarding public comments by the Interim City Clerk, and seems to have been relocated in the agenda sequence by the Mayor. The clock visible on the wall confirms the reading took place after the Council returned at 4:30 p.m. from a brief recess and was not part of the earlier study session. **It occurred between Items "VI. ROLL CALL" and "VII. INVOCATION." and should be so indicated in the minutes, not at the location shown in the draft.**

The public comment listed under the "III. PUBLIC COMMENTS" heading in the draft was not in response to the Item III reading. It occurred before 4:30 p.m. and was part of study session Item SS2. **Moving the Item III heading (but not the comment) to its proper location later in the agenda will correct that error**.

**Page 339**, paragraph 2 from end (part of the misplaced comments described above), last sentence: "*He also noted, independent of his role on the General Plan Advisory Committee, that* ***~~there are additional materials linked~~*** *at the end of the AAM staff report* ***~~that are~~*** ***there is a link to a page with*** *very helpful* ***additional information****, including a link to a video of a symposium held in Palm Springs containing an in-depth discussion about AAM*."

[**comment**: I suspect the reason the staff report did not directly link to the additional materials, but, insteading, linked to a separate webpage ("newportbeachca.gov/AAM") containing links to the material is that, for reasons unknown to me, when staff reports (and comments such as this) get archived to the City's Laserfiche permanent storage system, the hyperlinks within them continue to display as hyperlinks, but become non-functional and (frustratingly) cannot be used unless the URL is spelled out in full for copying and pasting into a web browser. In the case of the AAM video, the URL is 81 characters long and likely could not have been displayed, in full, on a single line of the staff report.]

**Page 347**, last appointment item:

"*3. Interim City Clerk Perry read the ballot votes for the City Arts Commission as follows:*

*David Anastos – Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand*
*Rita Goldberg - Grant****, Kleiman, Weigand***
*Melissa Kandel - Barto, Blom, Grant,* ***~~Kleiman,~~*** *Stapleton, Weber, Weigand*
*Tiare Meegan - Barto, Blom, Kleiman, Stapleton, Weber****~~, Weigand~~***
*Laurel* ***~~Tipett~~*** ***Tippett*** *- Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand*

*Interim City Clerk Perry announced that David Anastos, Melissa Kandel, Tiare Meegan, and Laurel Tippett were appointed to the City Arts Commission*."

[**comment**: As of this writing, the ballots have not been copied to the meeting agenda's Laserfiche archive, but the votes shown in the draft minutes differ from those read at the meeting (as recorded in the video) as shown. In addition to correcting the misspelling of "Tippett" and the votes, it might be noted that the staff report indicated three of the City Arts Commission appointments were for terms ending in 2029 and one for a term ending in 2026.[1] Neither the Council nor the Clerk indicated which appointees were being appointed to which terms. The tradition seems to have been the appointee with the least votes gets the shortest term. In this case, that would be Tiare Meegan. However, since this was not discussed it is not clear that was the intent here.]

## *Item 4. Resolution No. 2025-41: Adopting a Memorandum of Understanding with the Newport Beach Professional and Technical Employees Association and Associated Salary Schedule*

It is a bit confusing since there may be more than one version of the Council agenda posted in more than one place, but it appears that as of July 7, the MOU being presented for approval on July 8 as Attachment A to Resolution No. 2025-41 and promised to be "available for viewing prior to the meeting" is not yet available for viewing.

This is particularly strange since a version of what purported to be the MOU was presented for review at the June 24 Council meeting. Is the present "Attachment A" any different from that? Why has it not been provided?

## *Item 5. Resolution No. 2025-42: Adopting a Memorandum of Understanding with the Newport Beach Police Management Association and the Associated Salary Schedule*

Unlike agenda Item 4, the MOU being presented for possible adoption is included in the packet.

What is peculiar about this one is that the document history on page 5-38 indicates the Mayor signed it on July 3, without the Council having acted on the item or having given the Mayor authority to sign.

---

[1] Retaining the ending dates of the board & commissioners' 4-year terms is important to ensuring a gradual replacement of position holders rather than a wholesale replacement in any one year. The original City Charter Section 702, approved by voters on June 8, 1954, required the original members of 5-member boards to arrange themselves into something like a 1-1-1-2 pattern of yearly appointment numbers, and 7-member boards into a 1-2-2-2 pattern. Apparently in connection with a measure to expand the Planning Commission to nine members,, this was changed less than a year later when, at the April 10, 1955, Municipal election, voters approved an amendment requiring at least 1 appointment each year, but allowing up to 3. When the seven-member City Arts Commission was created by a Charter amendment that was part of Proposition 1 at the April 9, 1974, election, the original members may have used that to organize their terms into a 1-1-2-3 annual appointment structure (an additional Charter amendment in 1992 gave the Council discretion to change the number of members of the Arts Commission – and only it – by ordinance or resolution, but it is unclear if that has ever been used).The massive Charter changes wrought by Measure EE in 2012 rewrote Section 702, vaguely leaving the appointment rotation structure of new boards and commissions completely to the discretion of the Council at the time of the initial appointments.

## *Item 6. Resolution No. 2025-43: Requesting a CalPERS Contract Amendment to Eliminate Section 20516(a) Cost Sharing for Citywide Miscellaneous Tier I Employees*

The staff report indicates that getting this amendment initiated "is a matter of great urgency" because of pending contract negotiations, but is less clear about the status of the cost sharing between now and when the amendment is completed, which it anticipates will be "at least a few months" away (and it says nothing about the amendment, if approved, being retroactive).

Who will be paying the cost sharing amounts between now and then if the contracts with the employee groups say one thing and the contract with CalPERS says something different? Or are the employee contracts being written in such a way that they will pay whatever the CalPERS contract says (in other words, make no change in cost sharing obligations until after a change to the CalPERS contract is completed)?

## *Item 7. Approval of a Professional Services Agreement with Arts Orange County to Manage Phase X of the Sculpture Exhibition in Civic Center Park*

The staff report implies the contractor will be working to a timeline set by the City Arts Commission.

Since the contract does not seem to have been posted in a machine-readable format, it is a little difficult for me to verify, but I don't think the expectation that the contractor will be working to an Arts Commission dictated timeline is part of the contract.

Another concern is with the agreement, in the Scope of Services on page 7-17, of the Community Input process by which applications for inclusion in the exhibition become part of the public survey determining the final selections. While there may be a need to reduce the entries to a manageable number for the public to evaluate, I believe that at one time the Commission's role in that was limited to eliminating entries that were unsuitable for objective reasons (such as use of materials not suitable for 2- or 3-year outdoor display). As has happened in recent years, Section 3.2 of the proposed Scope of Services appears to give the Commission unlimited authority to restrict the public survey to pieces that meet the Commission's tastes.

To avoid the public being given no real choice, shouldn't the contract set a minimum number of entries to be presented for consideration by the public?

## *Item 8. Irrigation Controller Replacement Phase 2 - Notice of Completion for Contract No. 9735-1 (25P02)*

This contract seems remarkable in that it was completed, according to this report, at the exact original contract price (not a penny more or less).

That contract, as approved as Item 5 at the March 25, 2025, meeting, included a 5% contingency, but did not allow extra compensation for unforeseen difficulties. Usually there are either cost savings found or change orders made, but apparently there were none here.

It also seems remarkable that the work was completed in 29 days when 120 were allowed.

## *Item 9. Tentative Memorandum of Understanding with Newport Beach Lifeguard Management Association (NBLMA)*

The effort to provide a redline of the proposed MOU for review prior to final action on it at a future meeting is commendable.

However, and while I may be confused due to possibly different versions of Council agenda posted at different locations, as of July 7, I have been unable to find the proposed MOU, but only a promise it "*will be available for viewing prior to the meeting*."

## *Item 14. General Plan Update Steering Committee (GPUSC) Bi-Monthly Update to the City Council*

As a member of GPAC, but commenting as a private citizen, I would observe, as must be obvious, that it has been more than two months since the last GPUSC "bi-monthly" update to the City Council. As the report alludes to, I suspect the delay may have been due, in part, to the Council's decision in January and February to terminate all the existing GPAC appointments and re-appoint 24 of them. I can say personally that this had a quite demoralizing effect and significantly, and unnecessarily, delayed the effort. It also resulted in the loss of two of the most highly engaged members.

Partially as a result of this, I believe the Council will ultimately be receiving a largely staff and consultant written General Plan, with relatively small pieces subjected to citizen review. Absent so far has been any real effort to compare the staff/consultant proposals to the current plan, highlighting what is new and what has been removed, and why. I hope that will be included when something eventually gets to the Council.

Speaking as a citizen who attended all but one of the workshops detailed in Attachment B, I would observe participation was considerably less "robust" than it may appear from the report. At the earlier workshops, the few unaffiliated citizens in attendance were far outnumbered by staff, consultants and GPAC members. And even counting better attendance at the final one, the fraction of the Newport Beach population providing input remains extremely small. Participation through the Newport, Together website also appears to have been minimal, suggesting most of the public may not even be aware of the update effort. It looks like no comments have been added through it since December, and very few before that.

## *Item 17. Fourth Amended and Restated Employment Agreement for City Manager*

This proposed Agreement, which was apparently developed in closed session, strikes me as fiscally irresponsible.

The City already has a contract for Grace Leung's services through December 30, 2026. That contract provides for no extra or continuing compensation in the event she voluntarily ceases to provide those services; that is, if she retires prior to its end, such as on December 30, 2025. While it is true the existing contract provides an extremely generous severance package should the Council involuntarily terminate Ms. Leung prior that Agreement's normal end, Council members have repeatedly praised her performance.

The present proposal allows Ms. Leung to leave at the end of 2025, yet be paid, in effect, through the end of calendar year 2026, without having to provide any services to the City during that final year of the current contract – a year in which City taxpayers will have to pay a different, and possibly higher-paid City Manager to provide the services that Ms. Leung will effectively be paid for but not providing.

Given the Council's public praise of Ms. Leung, I see no reason to alter the existing contract and put taxpayers to this extra expense. If Ms. Leung wishes to retire on December 26, that is her choice, but neither the Council, nor Newport Beach taxpayers, should be under any obligation to pay her anything extra for doing so.

Should the Council, alternatively, regard this as a retirement gift – a bonus for extraordinary service during her tenure here – I believe that would run afoul of the California Contsitution's Article XI, Section 10 prohibition against cities, including charter cities,[2] granting extra compensation for work contracted for and already performed. As we have been frequently reminded, California courts have carved out exceptions to this rule allowing retroactive adjustments during a time of contract negotiation, but that is not the circumstance here, since this does not seem in any way related to retaining or continuing service. Similarly, we have been reminded that charter cities are not *prohibited* from making gifts of public funds unless such a restriction is self-imposed in its charter. But not being *prohibited* in general does not mean they are *allowed* to make a gift expressly precluded by the Constitution.

Given all this, if the public praise was insincere, and the Council has found some reason it wants to terminate Ms. Leung, but cannot do so "for cause,"[3] then the staff report should clearly lay out the options available. Of particular interest would be how the cost to taxpayers of an involuntary separation on December 26, 2025 (or some earlier or later date), subject to the existing severance provisions, compares to the cost of the present proposal.

## *Item 18. Eighth Amended and Restated Employment Agreement for City Attorney*

It would have been helpful to provide a redline of the current agreement (contract C-7034-5) compared to this proposed one.

I also have trouble deducing from either the staff report or Attachment C how the annual cost of the proposed agreement compares to the cost expected under the existing agreement.

In view of the previous agenda item, the Council might wish to reconsider the extremely generous severance packages it is offering its employees. In the present case, the proposal will apparently roll back to 12 months the existing promise of 18 months severance, which roll-back, without the amendment, would not have happened until March 2026. However, one might wonder why even 12 months is being offered? It seems to significantly restrain the Council's ability to change employees even when it thinks a change would benefit the City.

---

[2] The otherwise plenary authority to set employee compensation granted to charter cities by Section 5 is expressly limited, in that section, by the other provisions of Article XI.

[3] Under the current Agreement, a "for cause" separation requires no additional compensation of any kind to be paid beyond the separation date.

CITY OF

# NEWPORT BEACH

## City Council Staff Report

July 8, 2025
Agenda Item No.8

| | |
|---|---|
| **TO:** | HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL |
| **FROM:** | David A. Webb, Public Works Director - 949-644-3311, dawebb@newportbeachca.gov |
| **PREPARED BY:** | Kevin Pekar, Parks and Trees Superintendent - 949-644-3069, kpekar@newportbeachca.gov |
| **TITLE:** | Irrigation Controller Replacement Phase 2 – Notice of Completion for Contract No. 9735-1 (25P02) |


**ABSTRACT:**

On March 25, 2025, the City Council awarded Contract No. 9735-1 for Irrigation Controller Replacement Phase 2 to EMTS, Inc. of Clovis. This involved upgrading irrigation controllers at various locations in the city. The work is now complete and staff requests City Council acceptance and close out of the contract.


**RECOMMENDATION:**

a) Accept the completed work and authorize the City Clerk to file a Notice of Completion for the project.

**DISCUSSION:**

**Overall Contract Cost/Time Summary**

| Awarded Contract Amount | Final Total Contract Amount | Total Contract Change Amount | Percent Contract Cost Change |
|---|---|---|---|
| $480,202.74 | $480,202.74 | $0 | 0% |

| | | | |
|---|---|---|---|
| Allowed Contract Time + Approved Extensions (Days) = | 120 | Actual Time Used (Days) | 29 |

This project installed 37 weather-based automated irrigation controllers at various locations (Attachment A), which will increase irrigation effectiveness while also reducing water use and costs.

The contracted work has been completed to the satisfaction of the Public Works Department. A summary of the construction cost is as follows:

| | |
|---|---|
| Original Bid Amount: | $ 480,202.74 |
| Actual Cost of Bid Items Constructed: | $ 480,202.74 |
| Total Change Orders: | $ 0.00 |
| **Final Contract Cost:** | **$480,202.74** |

The allowed contract time was 120 business days to account for potential issues such as supply chain delays, but the supplier and distributor had the necessary materials in advance and completed installation ahead of schedule.

**FISCAL IMPACT:**

The Irrigation Controller Replacement Phase 2 Project was funded as part of the Fiscal Year 2024-25 Capital Improvement Program budget, with funds provided from the Parks Maintenance Master Plan (PMMP). Funds for the construction contract were expended from the following accounts:

| Account Description | Account Number | Amount |
|---|---|---|
| PMMP | 57001-980000-24P02 | $ 83,004.31 |
| PMMP | 57001-980000-25P02 | $ 397,198.43 |
| | **Total:** | **$ 480,202.74** |

The PMMP includes a comprehensive condition assessment of all City of Newport Beach parks and prioritizes funding for capital repairs and major maintenance projects to keep City parks in good condition. The PMMP account is funded through the General Fund.

**ENVIRONMENTAL REVIEW:**

On March 25, 2025, the City Council found this project exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1 Section 15301(d) (rehabilitation of deteriorated facilities involving no expansion of existing use) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential to have a significant effect on the environment.

**NOTICING:**

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

**ATTACHMENT:**

Attachment A – Location List

# ATTACHMENT A

**City of Newport Beach Central Controllers**




**PROJECT: DXI - RFP #2 - 10-2024**

**RFP 2 - ALL BIDDERS DXI RETROFIT**

| Address | Location | Enclosure | Stations | S1 PART NUMBER | ENCLOSURE | 37<br>RFP 2<br>QTY. |
|---|---|---|---|---|---|---|
| 002-00 | Castaways Park | SIMI | 48 | SA6-RM6-48-DXICA | NEW SA6 | 1 |
| 002-01 | Castaways Park | SIMI | 48 | SA6-RM6-48-DXICA | NEW SA6 | 1 |
| 008-00 | Arches SW Quad | SIMI | 8 | SA6-RM6-8-DXICA | NEW SA6 | 1 |
| 009-00 | Arches NW Quad | SIMI | 48 | SA6-RM6-48-DXICA | NEW SA6 | 1 |
| 010-00 | Arches SE Quad (GR-K) | SIMI | 24 | SA6-RM6-24-DXICA | NEW SA6 | 1 |
| 012-00 | Groves Bike Trail | SIMI | 40 | SA6-RM6-40-DXICA | NEW SA6 | 1 |
| 33-01 | MacArthur Median E | SIMI | 48 | SA6-RM6-48-DXICA | NEW SA6 | 1 |
| 067-00 | Galaxy Park | SIMI | 16 | SA6-RM6-16-DXICA | NEW SA6 | 1 |
| 069-02 | Backbay View Park C | SPED | 48 | SA6-RM6-48-DXICA | NEW SA6 | 1 |
| 069-03 | Backbay View Park D | SPED | 48 | SA6-RM6-48-DXICA | NEW SA6 | 1 |
| 079-00 | Harbor View Nature Park | SPED | 24 | SA9-RM6-24-DXICA | SS RETRO | 1 |
| 081-00 | Lookout Point | SPED | 24 | SA9-RM6-24-DXICA | SS RETRO | 1 |
| 082-00 | Inspiration Point (NEEDS PAD) | SPED | 8 | SA9-RM6-8-DXICA | SS RETRO | 1 |
| 085-00 | Reservoir Park (GR/PAD) | SIMI | 16 | SA6-RM6-16-DXICA | NEW SA6 | 1 |
| 089-00 | Mariners Library | SWM | 24 | SA03-RM6-24-DXICA | SMW | 1 |
| 092-00 | Buffalo Hills Park A (GR) | SPED | 24 | SA9-RM6-24-DXICA | SS RETRO | 1 |
| 093-00 | Buffalo Hills Park B | SPED | 24 | SA6-RM6-24-DXICA | NEW SA6 | 1 |
| 094-00 | Buffalo Hills Park C | SPED | 16 | SA9-RM6-16-DXICA | SS RETRO | 1 |
| 095-00 | Buffalo Hills Park D | SPED | 24 | SA9-RM6-24-DXICA | SS RETRO | 1 |
| 096-00 | Buffalo Hills Park E | SPED | 24 | SA9-RM6-24-DXICA | SS RETRO | 1 |
| 128-00 | Central Library | SPED | 48 | SA9-RM6-48-DXICA | SS RETRO | 1 |
| 131-00 | Spyglass Hills Park | SPED | 16 | SA9-RM6-16-DXICA | SS RETRO | 1 |
| 136-00 | Old School Park | SIMI | 24 | SA6-RM6-24-DXICA | NEW SA6 | 1 |
| 137-00 | Mesa Birch Park | SPED | 24 | SA9-RM6-24-DXICA | SS RETRO | 1 |
| 143-00 | SJH Park Lawn Bowling (In Room) | SWM | 24 | SA03-RM6-24-DXICA | SWM | 1 |
| 144-00 | Bayside Dr. Park | SIMI | 48 | SA6-RM6-48-DXICA | NEW SA6 | 1 |
| 148-00 | Macarthur Median C | SIMI | 16 | SA6-RM6-16-DXICA | NEW SA6 | 1 |
| 188-00 | SJH Rd. C Lawn Bowling (GR/PAD) | SIMI | 8 | SA6-RM6-8-DXICA | NEW SA6 | 1 |
| 199-00 | Blue Gum | SIMI | 16 | SA6-RM6-16-DXICA | NEW SA6 | 1 |
| 200-00 | Westcliff & Grove | SIMI | 16 | SA6-RM6-16-DXICA | NEW SA6 | 1 |
| 219-00 | Civic Center North P | SPED | 48-TW | SA9-RM6-TW-DXICA | SS RETRO | 1 |
| 219-01 | Civic Center North Q | SPED | 48-TW | SA9-RM6-TW-DXICA | SS RETRO | 1 |
| 220-00 | Civic Center A | SPED | 48-TW | SA9-RM6-TW-DXICA | SS RETRO | 1 |
| 220-01 | Civic Center B | SPED | 48-TW | SA9-RM6-TW-DXICA | SS RETRO | 1 |
| 220-02 | Civic Center C | SPED | 48-TW | SA9-RM6-TW-DXICA | SS RETRO | 1 |
| 220-03 | Civic Center D | SPED | 48-TW | SA9-RM6-TW-DXICA | SS RETRO | 1 |
| 220-04 | Civic Center E | SPED | 48-TW | SA9-RM6-TW-DXICA | SS RETRO | 1 |
| | | | | | | 37 |

# July 8, 2025, City Council Agenda Comments

The following comments on items on the Newport Beach City Council agenda are submitted by:
Jim Mosher ( jimmosher@yahoo.com ), 2210 Private Road, Newport Beach 92660 (949-548-6229)

## *Item 1. Minutes for the June 24, 2025 City Council Meeting*

The passages shown in *italics* below are from the draft minutes with suggested corrections shown in ***~~strikeout~~*** ***underline*** format. The page numbers refer to Volume 66.

**Page 339**, Item III: **The title "III. PUBLIC COMMENTS" is misplaced**.

The video shows Item III consisted solely of a reading of the notice regarding public comments by the Interim City Clerk, and seems to have been relocated in the agenda sequence by the Mayor. The clock visible on the wall confirms the reading took place after the Council returned at 4:30 p.m. from a brief recess and was not part of the earlier study session. **It occurred between Items "VI. ROLL CALL" and "VII. INVOCATION." and should be so indicated in the minutes, not at the location shown in the draft.**

The public comment listed under the "III. PUBLIC COMMENTS" heading in the draft was not in response to the Item III reading. It occurred before 4:30 p.m. and was part of study session Item SS2. **Moving the Item III heading (but not the comment) to its proper location later in the agenda will correct that error**.

**Page 339**, paragraph 2 from end (part of the misplaced comments described above), last sentence: "*He also noted, independent of his role on the General Plan Advisory Committee, that* ***~~there are additional materials linked~~*** *at the end of the AAM staff report* ***~~that are~~*** ***there is a link to a page with*** *very helpful* ***additional information****, including a link to a video of a symposium held in Palm Springs containing an in-depth discussion about AAM*."

[**comment**: I suspect the reason the staff report did not directly link to the additional materials, but, insteading, linked to a separate webpage ("newportbeachca.gov/AAM") containing links to the material is that, for reasons unknown to me, when staff reports (and comments such as this) get archived to the City's Laserfiche permanent storage system, the hyperlinks within them continue to display as hyperlinks, but become non-functional and (frustratingly) cannot be used unless the URL is spelled out in full for copying and pasting into a web browser. In the case of the AAM video, the URL is 81 characters long and likely could not have been displayed, in full, on a single line of the staff report.]

**Page 347**, last appointment item:

"*3. Interim City Clerk Perry read the ballot votes for the City Arts Commission as follows:*

*David Anastos – Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand*
*Rita Goldberg - Grant****, Kleiman, Weigand***
*Melissa Kandel - Barto, Blom, Grant,* ***~~Kleiman,~~*** *Stapleton, Weber, Weigand*
*Tiare Meegan - Barto, Blom, Kleiman, Stapleton, Weber****~~, Weigand~~***
*Laurel* ***~~Tipett~~*** ***Tippett*** *- Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand*

*Interim City Clerk Perry announced that David Anastos, Melissa Kandel, Tiare Meegan, and Laurel Tippett were appointed to the City Arts Commission*."

[**comment**: As of this writing, the ballots have not been copied to the meeting agenda's Laserfiche archive, but the votes shown in the draft minutes differ from those read at the meeting (as recorded in the video) as shown. In addition to correcting the misspelling of "Tippett" and the votes, it might be noted that the staff report indicated three of the City Arts Commission appointments were for terms ending in 2029 and one for a term ending in 2026.[1] Neither the Council nor the Clerk indicated which appointees were being appointed to which terms. The tradition seems to have been the appointee with the least votes gets the shortest term. In this case, that would be Tiare Meegan. However, since this was not discussed it is not clear that was the intent here.]

## *Item 4. Resolution No. 2025-41: Adopting a Memorandum of Understanding with the Newport Beach Professional and Technical Employees Association and Associated Salary Schedule*

It is a bit confusing since there may be more than one version of the Council agenda posted in more than one place, but it appears that as of July 7, the MOU being presented for approval on July 8 as Attachment A to Resolution No. 2025-41 and promised to be "available for viewing prior to the meeting" is not yet available for viewing.

This is particularly strange since a version of what purported to be the MOU was presented for review at the June 24 Council meeting. Is the present "Attachment A" any different from that? Why has it not been provided?

## *Item 5. Resolution No. 2025-42: Adopting a Memorandum of Understanding with the Newport Beach Police Management Association and the Associated Salary Schedule*

Unlike agenda Item 4, the MOU being presented for possible adoption is included in the packet.

What is peculiar about this one is that the document history on page 5-38 indicates the Mayor signed it on July 3, without the Council having acted on the item or having given the Mayor authority to sign.

---

[1] Retaining the ending dates of the board & commissioners' 4-year terms is important to ensuring a gradual replacement of position holders rather than a wholesale replacement in any one year. The original City Charter Section 702, approved by voters on June 8, 1954, required the original members of 5-member boards to arrange themselves into something like a 1-1-1-2 pattern of yearly appointment numbers, and 7-member boards into a 1-2-2-2 pattern. Apparently in connection with a measure to expand the Planning Commission to nine members,, this was changed less than a year later when, at the April 10, 1955, Municipal election, voters approved an amendment requiring at least 1 appointment each year, but allowing up to 3. When the seven-member City Arts Commission was created by a Charter amendment that was part of Proposition 1 at the April 9, 1974, election, the original members may have used that to organize their terms into a 1-1-2-3 annual appointment structure (an additional Charter amendment in 1992 gave the Council discretion to change the number of members of the Arts Commission – and only it – by ordinance or resolution, but it is unclear if that has ever been used).The massive Charter changes wrought by Measure EE in 2012 rewrote Section 702, vaguely leaving the appointment rotation structure of new boards and commissions completely to the discretion of the Council at the time of the initial appointments.

## *Item 6. Resolution No. 2025-43: Requesting a CalPERS Contract Amendment to Eliminate Section 20516(a) Cost Sharing for Citywide Miscellaneous Tier I Employees*

The staff report indicates that getting this amendment initiated "is a matter of great urgency" because of pending contract negotiations, but is less clear about the status of the cost sharing between now and when the amendment is completed, which it anticipates will be "at least a few months" away (and it says nothing about the amendment, if approved, being retroactive).

Who will be paying the cost sharing amounts between now and then if the contracts with the employee groups say one thing and the contract with CalPERS says something different? Or are the employee contracts being written in such a way that they will pay whatever the CalPERS contract says (in other words, make no change in cost sharing obligations until after a change to the CalPERS contract is completed)?

## *Item 7. Approval of a Professional Services Agreement with Arts Orange County to Manage Phase X of the Sculpture Exhibition in Civic Center Park*

The staff report implies the contractor will be working to a timeline set by the City Arts Commission.

Since the contract does not seem to have been posted in a machine-readable format, it is a little difficult for me to verify, but I don't think the expectation that the contractor will be working to an Arts Commission dictated timeline is part of the contract.

Another concern is with the agreement, in the Scope of Services on page 7-17, of the Community Input process by which applications for inclusion in the exhibition become part of the public survey determining the final selections. While there may be a need to reduce the entries to a manageable number for the public to evaluate, I believe that at one time the Commission's role in that was limited to eliminating entries that were unsuitable for objective reasons (such as use of materials not suitable for 2- or 3-year outdoor display). As has happened in recent years, Section 3.2 of the proposed Scope of Services appears to give the Commission unlimited authority to restrict the public survey to pieces that meet the Commission's tastes.

To avoid the public being given no real choice, shouldn't the contract set a minimum number of entries to be presented for consideration by the public?

## *Item 8. Irrigation Controller Replacement Phase 2 - Notice of Completion for Contract No. 9735-1 (25P02)*

This contract seems remarkable in that it was completed, according to this report, at the exact original contract price (not a penny more or less).

That contract, as approved as Item 5 at the March 25, 2025, meeting, included a 5% contingency, but did not allow extra compensation for unforeseen difficulties. Usually there are either cost savings found or change orders made, but apparently there were none here.

It also seems remarkable that the work was completed in 29 days when 120 were allowed.

## *Item 9. Tentative Memorandum of Understanding with Newport Beach Lifeguard Management Association (NBLMA)*

The effort to provide a redline of the proposed MOU for review prior to final action on it at a future meeting is commendable.

However, and while I may be confused due to possibly different versions of Council agenda posted at different locations, as of July 7, I have been unable to find the proposed MOU, but only a promise it "*will be available for viewing prior to the meeting*."

## *Item 14. General Plan Update Steering Committee (GPUSC) Bi-Monthly Update to the City Council*

As a member of GPAC, but commenting as a private citizen, I would observe, as must be obvious, that it has been more than two months since the last GPUSC "bi-monthly" update to the City Council. As the report alludes to, I suspect the delay may have been due, in part, to the Council's decision in January and February to terminate all the existing GPAC appointments and re-appoint 24 of them. I can say personally that this had a quite demoralizing effect and significantly, and unnecessarily, delayed the effort. It also resulted in the loss of two of the most highly engaged members.

Partially as a result of this, I believe the Council will ultimately be receiving a largely staff and consultant written General Plan, with relatively small pieces subjected to citizen review. Absent so far has been any real effort to compare the staff/consultant proposals to the current plan, highlighting what is new and what has been removed, and why. I hope that will be included when something eventually gets to the Council.

Speaking as a citizen who attended all but one of the workshops detailed in Attachment B, I would observe participation was considerably less "robust" than it may appear from the report. At the earlier workshops, the few unaffiliated citizens in attendance were far outnumbered by staff, consultants and GPAC members. And even counting better attendance at the final one, the fraction of the Newport Beach population providing input remains extremely small. Participation through the Newport, Together website also appears to have been minimal, suggesting most of the public may not even be aware of the update effort. It looks like no comments have been added through it since December, and very few before that.

## *Item 17. Fourth Amended and Restated Employment Agreement for City Manager*

This proposed Agreement, which was apparently developed in closed session, strikes me as fiscally irresponsible.

The City already has a contract for Grace Leung's services through December 30, 2026. That contract provides for no extra or continuing compensation in the event she voluntarily ceases to provide those services; that is, if she retires prior to its end, such as on December 30, 2025. While it is true the existing contract provides an extremely generous severance package should the Council involuntarily terminate Ms. Leung prior that Agreement's normal end, Council members have repeatedly praised her performance.

The present proposal allows Ms. Leung to leave at the end of 2025, yet be paid, in effect, through the end of calendar year 2026, without having to provide any services to the City during that final year of the current contract – a year in which City taxpayers will have to pay a different, and possibly higher-paid City Manager to provide the services that Ms. Leung will effectively be paid for but not providing.

Given the Council's public praise of Ms. Leung, I see no reason to alter the existing contract and put taxpayers to this extra expense. If Ms. Leung wishes to retire on December 26, that is her choice, but neither the Council, nor Newport Beach taxpayers, should be under any obligation to pay her anything extra for doing so.

Should the Council, alternatively, regard this as a retirement gift – a bonus for extraordinary service during her tenure here – I believe that would run afoul of the California Contsitution's Article XI, Section 10 prohibition against cities, including charter cities,[2] granting extra compensation for work contracted for and already performed. As we have been frequently reminded, California courts have carved out exceptions to this rule allowing retroactive adjustments during a time of contract negotiation, but that is not the circumstance here, since this does not seem in any way related to retaining or continuing service. Similarly, we have been reminded that charter cities are not *prohibited* from making gifts of public funds unless such a restriction is self-imposed in its charter. But not being *prohibited* in general does not mean they are *allowed* to make a gift expressly precluded by the Constitution.

Given all this, if the public praise was insincere, and the Council has found some reason it wants to terminate Ms. Leung, but cannot do so "for cause,"[3] then the staff report should clearly lay out the options available. Of particular interest would be how the cost to taxpayers of an involuntary separation on December 26, 2025 (or some earlier or later date), subject to the existing severance provisions, compares to the cost of the present proposal.

## *Item 18. Eighth Amended and Restated Employment Agreement for City Attorney*

It would have been helpful to provide a redline of the current agreement (contract C-7034-5) compared to this proposed one.

I also have trouble deducing from either the staff report or Attachment C how the annual cost of the proposed agreement compares to the cost expected under the existing agreement.

In view of the previous agenda item, the Council might wish to reconsider the extremely generous severance packages it is offering its employees. In the present case, the proposal will apparently roll back to 12 months the existing promise of 18 months severance, which roll-back, without the amendment, would not have happened until March 2026. However, one might wonder why even 12 months is being offered? It seems to significantly restrain the Council's ability to change employees even when it thinks a change would benefit the City.

---

[2] The otherwise plenary authority to set employee compensation granted to charter cities by Section 5 is expressly limited, in that section, by the other provisions of Article XI.

[3] Under the current Agreement, a "for cause" separation requires no additional compensation of any kind to be paid beyond the separation date.

CITY OF

# NEWPORT BEACH

## City Council Staff Report

July 8, 2025
Agenda Item No. 9

| | |
|---|---|
| **TO:** | HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL |
| **FROM:** | Grace K. Leung, City Manager - 949-644-3001, gleung@newportbeachca.gov |
| **PREPARED BY:** | Barbara J. Salvini, Human Resources Director - 949-644-3259, bsalvini@newportbeachca.gov |
| **TITLE:** | Tentative Memorandum of Understanding with Newport Beach Lifeguard Management Association |


**ABSTRACT:**

The Memorandum of Understanding (MOU) between the City of Newport Beach and the Newport Beach Lifeguard Management Association (NBLMA or Association) expires December 31, 2025. At the City Council's direction, the parties began negotiating the terms and conditions of a new agreement well in advance of the expiration date, with the goal of implementing a successor agreement with enhanced benefits as soon as possible. A Tentative Agreement (Agreement) has been reached. The Agreement addresses wages, benefits and other terms and conditions of employment for employees represented by NBLMA and was negotiated as required under the Meyers-Milias-Brown Act, California Government Code §3500.

To promote greater transparency in the negotiations process, including the costs associated with the labor contract, the Agreement with NBLMA is being presented at this time for public review and comment. The complete Agreement, which spans the period July 1, 2025, through June 30, 2028, will be presented for City Council adoption at the July 8, 2025, regular meeting.


**RECOMMENDATIONS:**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Receive and consider the Tentative Agreement between the City of Newport Beach and the Newport Beach Lifeguard Management Association.

**DISCUSSION:**

The NBLMA is an exclusively recognized bargaining unit representing the full-time lifeguard battalion chief, lifeguard captain and lifeguard officer classifications. The group is budgeted for 14 full-time positions.

Key provisions of the Tentative Agreement between the City and LMA include:

- Term: July 12, 2025, through June 30, 2028.
- Salary Adjustments:
    - July 12, 2025 – 4%
    - July 2026 – 4%
    - July 2027 – 4%
- Equity Adjustments: 2% equity adjustment for all unit members.
- Salary schedule adjustments for the full-time lifeguard officer positions.
- Clarifying language regarding compensatory time off.
- Enhanced scholastic achievement pay.
- A 4.5% increase in pay for employees temporarily working in higher level classifications (for a total of 9.5%).
- An additional 10% in base pay for the training lifeguard captain classification.
- An additional 48 hours annually of leave (referred to as non-accrued leave)
- Medical Insurance: The City will contribute $2,045 per month (plus the minimum CalPERS participating employee contribution) to each member's cafeteria plan.

A draft version of the Tentative Agreement between the City and the NBLMA is provided as Attachment A. Changes to the current agreement are noted in redline. Costing information is included as Attachment B. The total cost of the contract is approximately $1.1 million.

The NBLMA's members have voted in favor of the Agreement. Following City Council review of the Tentative Agreement with the NBLMA, a final version of the successor MOU will be presented to the City Council on July 22, 2025. In the interim, the costing

information and proposed MOU revisions will be posted for public review on the City's website.

The Agreement will not become effective until the City Council formally adopts it. If approved at the July 22, 2025, City Council meeting, City staff will implement the provisions accordingly.

**FISCAL IMPACT:**

Detailed cost information is provided in Attachment B. Since the MOU covers the period from July 12, 2025, through June 30, 2028, it will result in the following annual fiscal impacts to implement the terms of the agreement, totaling $1,103,863:

| Fiscal Year | Amount |
|---|---|
| **2025/26** | 267,945 |
| **2026/27** | 366,638 |
| **2027/28** | 469,279 |
| | **1,103,863** |

The costs shown reflect additional annual expenses for the corresponding fiscal years. Sufficient projected unassigned General Fund balance reserves are available to support the required appropriations. Following the City Council's consideration of the Tentative Agreement, staff will return with a budget amendment to appropriate the funds needed to cover the cost of the contract for Fiscal Year 2025-26. Adequate funding will be included in the annual budget for subsequent years.

**ENVIRONMENTAL REVIEW:**

Staff recommends the City Council find this action 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, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**NOTICING:**

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

**ATTACHMENTS:**

Attachment A – Tentative Agreement and Proposed MOU Between the City and the NBLMA (Redline)
Attachment B – Estimated Cost of Contract with the NBLMA

**ATTACHMENT A**

**Tentative Agreement and Proposed MOU Between the City and NBLMA**

**(Redline)** The attachment will be available for viewing prior to the meeting.

Received After Agenda Printed
July 8, 2025
Agenda Item No. 9

# MEMORANDUM OF UNDERSTANDING BETWEEN

# THE CITY OF NEWPORT BEACH

# AND

# THE NEWPORT BEACH LIFEGUARD MANAGEMENT ASSOCIATION

~~January~~ July 1, 202~~5~~2 through ~~December 31~~June 30, 202~~8~~5

# MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEWPORT BEACH AND THE NEWPORT BEACH LIFEGUARD MANAGEMENT ASSOCIATION

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into with reference to the following:

## PREAMBLE

Authorized representatives of the CITY OF NEWPORT BEACH (hereinafter referred to as "CITY") and authorized representatives of the NEWPORT BEACH LIFEGUARD MANAGEMENT ASSOCIATION (hereinafter referred to as "NBLMA") a recognized employee organization, met and conferred, exchanging various proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of employees represented by NBLMA (hereinafter referred to as "EMPLOYEES") for the period of ~~January~~ July 1, ~~2022~~52 through June~~December 30~~1, 2028~~5~~. However, unless specified otherwise any changes to compensation pursuant to this MOU will be effective July 12, 2025.

## SECTION 1. GENERAL PROVISIONS

A. DURATION OF MEMORANDUM

The terms of this MOU are to remain in full force and effect from July 1, 2025 through June 30, 2028~~January 1, 2022 through December 31, 2025.~~

B. SCOPE

1. All present written rules and currently established practices and employee rights, privileges and benefits that are within the scope of representation shall remain in full force and effect during the term of this MOU unless specifically amended by the provisions of this MOU, or in the case of the Department's Standard Operating Procedures (SOPs) falling within the scope of representation, the City has given notice to the Association and, upon request, met and conferred on any proposed changes which fall within the scope of representation.

   When the Department proposes to change any SOP departmental rule or regulation, it will provide a copy of such change to the Association no less than seven (7) days prior to implementation of the proposed change. If such proposed change materially impacts any matter within the scope of representation, then the parties agree to meet and confer over such impact.

2. Pursuant to this MOU, the City reserves and retains all its inherent exclusive and non-exclusive managerial rights, powers, functions and authorities ("Management Rights") as set forth in Resolution No. 2001-50.

C. CONCLUSIVENESS

Except as provided for in this agreement, this MOU contains all the covenants, stipulations and provisions agreed upon by the parties.

D. SAVINGS

Should any part of this MOU or any provision herein contained be rendered or declared invalid, by reason of any existing or subsequently enacted Legislation, or by decree of a Court of competent jurisdiction, such invalidation of such part or portion of this MOU shall not invalidate the remaining portion hereto, and same shall remain in full force and effect.

E. OTHER TERMS AND CONDITIONS

Except as to those matters expressly covered by this MOU, all terms and conditions of employment may be changed or amended after meeting and conferring, in good faith.

Unless specifically provided in this MOU, Part-time members shall only receive those benefits in this MOU which are specifically set forth as applicable to Part- time members.

F. UNIT CLASSIFICATION TITLES

Unit classifications are listed in Exhibit A.
For all compensation comparison purposes, actual job duties, and not classification titles, will be utilized.

It is understood that the City is considering converting one Officer to an additional Lifeguard Captain position and converting the position of Lifeguard Training Captain to an additional Battalion Chief position. This conversion will be considered through the budgetary process by the Department and, if proposed by the Department, by the City. Should the City decide to move forward with this conversion, the parties agree to meet and confer over matters within the scope of representation as that term is defined by law.

## SECTION 2. COMPENSATION

A. SALARY ADJUSTMENTS

Base salary increases for all NBLMA represented classifications shall be as follows and as specified in Exhibit A:

Effective ~~the first day of the pay period following January 1, 2022~~, July 12, 2025 base salaries will be increased by four ~~two~~ percent ~~(2.0%)~~ (4.0%) for all members of the bargaining unit~~. Individuals must be employed by the City on the first day of the pay period following City Council adoption to qualify for retroactive payment of the cost-of-living adjustment (COLA)~~.

Effective the ~~first~~ first full pay period ~~beginning after~~following ~~day of the pay period following January 1, 2023,~~ July 1, 2026, base salaries will be increased by four percent ~~three percent (3.0%)~~ (4.0%) for all members of the bargaining unit.

Effective the first full pay period ~~beginning after~~~~first day of the pay period following January 1, 2024,~~following July 1, 2027, base salaries will be increased by four percent ~~three percent (3.0%)~~ (4.0%) for all members of the bargaining unit.

~~Effective the first day of the pay period following January 1, 2025, base salaries will be increased by three percent (3.0%) for all members of the bargaining unit.~~

Equity Adjustment for Safety Classifications:

Effective July 12, 2025, base salary of represented Safety Classifications shall be increased by an additional two percent (2%). This will not be compounded with the salary adjustments set forth above.

Salary Schedule Adjustment

Effective July 12, 2025, or when Lifeguard Officers are moved to full-time positions, whichever occurs later, the City will eliminate the bottom two steps of the salary schedule for the Lifeguard Officer position. Employees at the first step and second step at the time of the adjustment will move up to Step 3. All other Lifeguard Officers at Step 3 and above will move up one step at that time as well. Thereafter, Lifeguard Officers hired prior to the effective date of this salary schedule adjustment will be eligible for subsequent step increases annually relative to the effective date of the salary schedule adjustment. However, if an Officer at Step 3 or above has an original anniversary date that falls within one month after the date of the salary schedule adjustment, that Officer may receive the step increase originally scheduled for the original anniversary date in addition to the salary step adjustment. Thereafter, that Officer will be eligible for subsequent step increases annually relative to the date of the salary schedule adjustment.

Lifeguard Officers hired after the effective date of this salary schedule adjustment will be eligible for step increases on their anniversary dates.

~~Effective the pay period which includes July 1, 2023, the City will add a new top step ("New Top Step") to the salary schedule for all represented positions, which shall be five percent (5%) more than the current top step ("Current Top Step"). The Parties acknowledge and agree that the first step for all represented positions currently in effect is not being eliminated.~~

~~With the following exception, step advancement through the salary ranges is unaffected by the addition of the New Top Step:~~

~~Employees who have been at the Current Top Step for longer than 12 months as of June 30, 2023, will advance to the New Top Step in the pay period which includes July 1, 2023.~~

~~B. LUMP SUM BONUSES~~

~~1. 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 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 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.~~

~~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 members that are employed by the City on each of the following dates, as set forth below:~~

~~a. 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;~~

~~b. 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;~~

~~c. 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;~~

~~d. 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.~~

~~C. SPECIAL ASSIGNMENT PAY~~

~~1. Acting Boat Pay: Lifeguard Captains certified for and assigned to boat operations shall receive additional compensation of 2.5% of base salary for their job classification. backfill of boat captain assignment. Boat assignment pay will be assigned to a qualified Captain and compensated only when performing boat dutiescaptain assigments.~~

B. Hazardous Equipment Pay

Recognizing the hazardous nature of their work and the additional skill required, up to two (2) Rescue Vessel Lifeguard Captains who are certified for and regularly assigned to boat operations shall receive additional compensation of 2.5% of base salary. Assignment to Rescue Vessel Lifeguard Captain is for one year unless extended by the Assistant Chief, Lifeguard Operations. The parties agree that the City will seek an opinion from CalPERS as to whether this form of special compensation may be reported to CalPERS as pensionable compensation. If CalPERS concludes that it may be reported as pensionable compensation, the City will report it as such starting the first full pay period after notice from CalPERS.

Acting Rescue Vessel Lifeguard Pay: Certified Lifeguard Captains temporarily assigned to boat operations shall receive additional compensation of 2.5% of base salary when assigned for a full shift or longer. Assignment to boat operations is at the discretion of the Assistant Chief, Lifeguard Operations. This pay will not be reported as pensionable compensation to CalPERS.

~~D.~~C. OVERTIME

Unit employees shall receive overtime compensation for all hours worked in excess of forty (40) in any work week. Time worked shall be rounded to the nearest quarter of an hour (seven (7) minutes or less round down; eight (8) minutes or more round up). Paid time off shall be considered time worked for the purposes of calculating MOU overtime.

The ~~rate at which~~ MOU overtime rate (overtime which is in addition to that which is required by the FLSA for non-exempt employees) ~~is paid~~ does not include any contributions to the City's Cafeteria Plan as set forth in Section 4 - Fringe Benefits of the MOU.

Unit employees shall have the option of requesting to earn compensatory time off (CTO) for all overtime, including training time, in lieu of overtime compensation. All use of compensatory time off shall be subject to the policy in the Employee Policy Manual and/or departmental standard operating procedures. The parties agree to meet and confer on the manual and/or ~~se~~ procedures, including limitations on the amount and use of compensatory time. ~~existing department polices set for by meet and confer only. City rules. The time during which an employee may use accrued CTO is subject to approval by the department head or their designee with due regard for the wishes of the employee and the need to provide service. However, an employee wishing to use their accrued CTO shall provide the City with reasonable notice of such request. A request to use CTO without reasonable notice may still be granted within the discretion of the supervisor or manager responsible for considering the request. Notwithstanding this paragraph, the parties agree that employees cannot use CTO from June 15 through Labor Day each year.~~

~~The maximum accrual of CTO shall be eighty (80) hours. Effective January 1, 2020, an employee may only accrue up to eighty (80) hours of CTO per calendar year.~~ CTO banks shall not exceed eighty (80) hours at any time.

~~E.~~D. UNIFORMS

The City shall pay the entire cost of providing full-time and part-time NBLMA members with

each component of the required NBLMA uniforms. The required NBLMA uniform includes uniform pants, uniform shirts, safety shoes, badges and insignias, uniform jackets and liners, belts, dive equipment, foul weather gear, personal floatation device and helmet. The City shall not be responsible for providing employees with socks, underwear, cap, workout shoes, or other clothing. As permissible by law and subject to the provisions and limitations under the Public Employees' Retirement Law, including restrictions on reporting uniform allowance as pensionable compensation for "non-classic" members hired after January 1, 2013, the City shall report the value of provided uniforms to Tier I and Tier II employees at $838 per year ($32.23 per pay period) in accordance with PERS requirements. The parties agree the reported value of uniforms is intended to reflect clothing such as pants, shirts, jackets, and related attire and excludes health and safety related equipment.

~~F.~~E. CALL OUT

Call out compensation shall be in accordance with the following provisions:

1. All emergency call out time shall be calculated to the nearest one quarter (1/4) hour of time worked.

2. A minimum of two (2) hours (including travel time). If the two hours causes the employee to exceed forty (40) hours in the week, the rate of pay shall be at one and one half (1 1/2) times the employee's rate of pay. Employees will be considered "on duty" at the beginning of each emergency call out for a minimum of two (2) hours or until completed. Employees will not be compensated for additional call outs that occur during the initial two (2) hour response period, or during normal working hours.

~~G.~~F. SCHOLASTIC ACHIEVEMENT PAY

Employees in the classification of Lifeguard Captain and Lifeguard Officer shall receive ~~two~~ three and a half (3.5%) percent of base salary ~~(2%)~~ if they receive a Bachelor's Degree. Employees in the classification of Lifeguard Captain and Lifeguard Battalion Chief shall receive one percent (1%) of base salary if they receive a Master's Degree. For Lifeguard Captains who have received both a Bachelor's Degree and a Master's Degree, Scholastic Achievement Pay is stackable (i.e., Lifeguard Captains may receive four and a half percent of base salary (4.5%)) if eligible.

A "degree" shall be awarded by an institution accredited by the State of California, the United States Department of Education, the Council for Higher Education, or the Distance Education Training Council.

The parties agree that to the extent permitted by law, the Scholastic Achievement Pay in this section is special compensation and shall be reported to Cal~~/~~PERS as such pursuant to Title 2 CCR, Section 571(a)(2) and 571.1(b)(2) Educational Incentive Pay.

~~H.~~G. NIGHT STANDBY

A full-time or part-time employee assigned to standby duty (as defined by Department Policy) for purposes of being on call to handle emergency situations arising at times other

than during normal working hours shall be guaranteed two and a half (2.5) hours of pay at the employee's base rate of pay for each calendar day of such standby duty. Employees shall have the option of receiving compensatory time off at straight time in lieu of pay for night standby. This compensatory time off is part of same bank which is subject to the ~~maximum accrual of~~ compensatory time off bank set forth in Section 2D above.

~~I.~~H. MOVE-UP PAY

Temporary upgrading shall be defined as the temporary assignment of an employee to work in a job classification, which is assigned to a salary schedule higher than their regular job classification.

Employees temporarily upgraded to the following job classifications and equivalent positions shall receive a nine and a half (9.5%) ~~five percent (5%)~~ pay differential over their rate of pay for all time worked in the higher job classification if they are assigned to work in the higher job classification for a period of one (1) working hour or longer.

- Lifeguard Captain
- Lifeguard Battalion Chief

All holiday, flex leave, and other paid leave shall be paid at the employee's rate of pay.

Assignments to higher rated classifications shall be made at the sole discretion of the City.

~~J.~~I. MOVE-DOWN PAY

Employees who work down – a temporary assignment of an employee to work in a job classification, which is assigned to a salary schedule lower than *their* regular job classification (i.e., a Battalion Chief who moves down as a Lifeguard Captain or a Lifeguard Captain who moves down as a Lifeguard Officer) shall be paid at the top step of the classification to which the employee moved down unless the top step of the moved down classification is higher than their current rate of pay. In that case, they will be paid at the regular pay rate.

~~K.~~J. COURT STANDBY PAY

All NBLMA members who, pursuant to subpoena compelling attendance to testify to acts, observations, or omissions occurring in the course and scope of employment or at the direction of their supervisor, are required, while off- duty, to remain within a certain response time from court, shall be on "court standby time" and shall receive four hours of pay for each eight hours of court standby time. NBLMA members shall, when required to appear in court pursuant to a subpoena or the direction of their supervisor to testify at to matters relating to their employment with the City, be on duty and shall be paid accordingly. Members shall remit all witness fees received for testifying or appearing on any matter for which the member is eligible to receive court standby time.

~~L.~~K. LONGEVITY PAY

Employees in the Unit shall receive Longevity Pay as follows:

| Years of Service in the Unit | Longevity Pay |
|---|---|
| 16 but less than 20 | 1.0% |
| 20 but less than 25 | 1.5% |
| 25 and over | 2.5% |

The parties agree that to the extent permitted by law, the Longevity Pay in this section is special compensation and shall be reported to Cal/PERS as such pursuant to Title 2 CCR, Section 571(a)(1) and 571.1(b)(1) Longevity Pay.

~~M.~~L. SALARY DIFFERENTIAL

The Training Lifeguard Captain shall be assigned to routinely and consistently train employees and oversee the Junior Lifeguard Program. Training Lifeguard Captains shall receive an additional ten percent (10%) ~~7.5%~~ of base pay. Assignment as a Training Lifeguard Captain is for one year unless extended by the Assistant Chief, Lifeguard Operations.

## SECTION 3. LEAVES

A. FLEX LEAVE

1. Basis for Accrual

Full-Time Members:

Regular full-time employees enrolled in the Flex Leave program will earn leave in accordance with the following schedule:

| Years of Continuous Service in the Unit | Accrual per pay period/hrs | Maximum Hours<br>Annual Accrual |
|---|---|---|
| 1 but less than 5 | 5.54 | 288.08 |
| 5 but less than 9 | 6.15 | 319.80 |
| 9 but less than 12 | 6.77 | 352.04 |
| 12 and over | 7.69 | 399.98 |

Part-Time Members:

Regular part-time employees shall be enrolled in the Flex Leave program and accrue leave time at the rate of .04 hours for each hour worked.

2. Limit on Accumulation and Cash Out of Flex Leave

Employees shall be entitled to accrue flex leave up to a maximum of fifty- two (52) times the member's bi-weekly accrual rate. This limit on accumulation shall apply to both full-time and part-time members. Earned flex leave in excess of the maximum permitted is currently paid bi-weekly at the member's hourly rate of pay ("spillover pay"). Members shall be eligible for flex leave spillover pay only if they have utilized at least eighty (80) hours of flex leave the previous calendar year. Employees who have not utilized eighty (80) hours of leave for full time and sixty (60) hours for part-time the prior calendar year shall not be eligible for "spillover pay". Once an employee accrues the maximum accrual limit, *they* will not accrue additional flex leave until *they* use leave and reduce *their* accrual below the accrual limit.

Employees shall have the option of converting accrued Flex Leave to cash on an hour-to-hour basis subject to the following: on or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out accrued flex leave which will be earned in the following calendar year. The employee can elect to receive the cash out in the pay period which includes June 30 and the pay period which includes December 15 for those Flex Leave benefits that have been earned during that portion of the year. In no event shall the flex leave balance be reduced below on hundred and sixty (160) hours.

3. Method of Use

Flex leave may not be taken in excess of that actually accrued. The Department Director or designee shall approve all requests for flex leave taking into consideration the needs of the Department, and whenever possible the seniority and wishes of the employee. Flex leave may be granted on an hourly basis.

B. USE OF FLEX LEAVE

Limits on the use of FLEX leave during Level A staffing shall be as set forth in departmental policies and SOPs, which shall be established through meet and confer. ~~shall run from June 15th through Labor Day. During this period of time, full-time and part-time NBLMA personnel may be limited to a total of forty (40) hours usage of flex leave requiring backfill. Additional flex leave during this period may be approved if, in the opinion of management, adequate staffing levels can be maintained. See department policy and meet and confer processes.~~

C. FAMILY SICK LEAVE

Unit employees shall be entitled to use an amount of time equal to one-half (1/2) of their annual leave accrual for an illness of a family member as defined below which requires the presence of the employee. Such time may be taken from the employee's annual leave accrual or leave bank, at the employee's choice. Leave shall be administered in accordance with the provisions of the Employee Policy Manual (EPM)

For purposes of family sick leave, family member shall mean spouse, parent, (parent shall

mean biological, foster, or adoptive), child (child shall mean biological, adopted, or foster child; a stepchild; a legal ward; or a child of an employee standing in local parentis), grandchild, grandparent, sibling or as modified by State or Federal law.

D. HOLIDAY TIME

As described in the following paragraph, employees shall receive ~~leave or~~ pay for the following holidays:

| | |
|---|---|
| *New Year's Day* | *January 1* |
| *Martin Luther King Day* | *January- 3rd Monday* |
| *Washington's Birthday* | *February- 3rd Monday* |
| *Memorial Day* | *May- Last Monday* |
| *Floating Holiday** | *July 1* |
| *Independence Day* | *July 4* |
| *Labor Day* | *September- 1st Monday* |
| *Veterans Day* | *November 11* |
| *Thanksgiving Day* | *November- 4th Thursday* |
| *Friday After Thanksgiving* | *November - 4th Friday* |
| *Christmas Eve* | *December 24 (last½ of workday)* |
| *Christmas Day* | *December 25* |
| *New Year's Eve* | *December 31 (last½ of workday)* |

Full-time employees receive 96 hours of holiday time per year,1/26t~~1~~h (3.69 hours) per pay period which will be paid ~~or accrued~~ each pay period. Part-time employees receive 72 hours of holiday time per year, 1/~~1~~26th (2.77 hours) per pay period which will be paid ~~or accrued~~ each pay period. ~~When an employee becomes an NBLMA member, they shall select to receive either pay, leave or a combination of both pay and leave for the holidays. When a part-time employee in the unit is appointed to a full-time classification, they shall select to receive either pay, leave or a combination of both pay and leave for the additional twenty-four (24) hours.~~

To the extent permitted by law, this holiday compensation shall be reported to PERS as special compensation for those employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to the holidays and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) and 571.1(b)(4) Holiday Pay.

E. BEREAVEMENT LEAVE

Bereavement Leave shall be defined as the necessary absence from duty by an employee because of the death or terminal illness in their immediate family. NBLMA full-time members shall be entitled to 40 hours bereavement leave per incident (terminal illness followed by death is considered one incident) and 32 hours bereavement leave for part-time members. Leave hours need not be used consecutively, but should occur in proximate

time to the occurrence, but no more than 90 days from the date of the death of the family member. Immediate family shall mean an employee's father, stepfather, mother, stepmother, brother, sister, spouse/domestic partner, child, stepchild, grandchild and grandparent, and the employee's spouse/domestic partner's father, mother, brother, sister, child, grandchild and grandparent. An employee requesting bereavement leave shall notify their supervisor as soon as possible of the need to take leave.

Probationary Employees. An employee serving *their* initial probationary period who takes leave under this section who for any reason terminates *their* employment prior to the completion of such probationary period shall have *their* final paycheck reduced by the value of the leave taken.

F. NON-ACCRUING LEAVE BANK FOR SAFETY EMPLOYEES

Safety employees shall receive forty-eight (48) hours annually of paid leave effective July 12, 2025, and in subsequent years, in the pay period which includes July 1. The hours do not accrue, have no cash value, cannot be transferred to any other leave bank and must be used by the pay period before the pay period which includes July 1, at which time any remaining hours will be forfeited. Use of NAL is subject to supervisory approval and is to be used in the same manner as prescribed for flex time in MOU Section 3.A.3 and subject to any limitations on use during A level staffing established in Departmental policies or SOPs through meet and confer.

G. REPRODUCTIVE LOSS LEAVE

Eligible employees are entitled to five unpaid days for each reproductive loss event. Multiple reproductive loss events are covered, up to a maximum of 20 days of reproductive loss leave within a twelve-month period.

## Section 4. FRINGE BENEFITS

A. INSURANCE

1. Benefits Information Committee

The City has established a Benefits Information Committee composed of one representative from each employee association and up to three City representatives. The Benefits Information Committee has been established to allow the City to present data regarding carrier and coverage options, the cost of those options, appropriate coverage levels and other health care issues. The purpose of this Committee is to provide each employee association with information about health care issues and to receive timely input from associations regarding preferred coverage options and levels of coverage.

2. City Contribution

The City has implemented an IRS qualified Cafeteria Plan. The City contribution toward the Cafeteria Plan shall be as set forth below. Employees shall have the option of allocating Cafeteria Plan contributions towards the City's existing medical, dental and vision insurance/programs, provided that any cash-out option complies with IRS Section 125 requirements. The City and NBLMA will cooperate in pursuing additional optional benefits to be available through the Cafeteria Plan. Any unused Cafeteria Plan funds shall be payable to the employee as taxable cash back. Employees shall be allowed to change coverages in accordance with plan rules and during regular open enrollment periods.

a. Full-Time Members:

~~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 $1,745.00 (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 $1,645.00 (plus the minimum CalPERS participating employer's contribution).~~ Effective July 12, 2025, the City's monthly contribution towards the Cafeteria Plan is $2,045 (plus the minimum CalPERS participating employer's contribution).

Full time NBLMA members who do not want to enroll in any medical plan offered by the City must provide proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California) and execute an opt-out agreement releasing the City from any responsibility or liability to provide medical insurance coverage on an annual basis.

Employees hired prior to *September 28, 2019,* who elect to opt out of medical coverage offered by the City because they have provided proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California) will receive $1,000 per month in taxable cash. For these same employees, if they elect medical coverage and spend less than $1,745.00 monthly (plus the minimum CalPERS participating employer's contribution), the difference ~~the City contribution provided above, those unused cafeteria plan funds~~ shall be paid to the employee as taxable cash.

Employees hired on or after *September 28, 2019,* who elect to opt out of medical coverage offered by the City because they have provided proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California) shall receive $500 per month in taxable cash. For these same employees, if they elect medical coverage and spend less than the City contribution provided above, there shall be no cash back provided.

~~If, prior to December 31, 2025, a court of competent jurisdiction or formal legal opinion determines that the City's cafeteria benefit plan is a bona fide plan such that the City's contributions towards medical premiums will not be included in the employee's regular rate of pay under the Fair Labor Standards Act, the City will increase the monthly contribution towards the Cafeteria Plan by a total of $200 over the remaining term of the agreement. The $200 will be prorated annually over the remaining term of the agreement, beginning with the first day of the month following the day it becomes bona fide. Example: If the cafeteria benefit plan becomes bona fide at the beginning of the third year of the agreement, the City will increase the monthly contribution by $100 per month in January of Year 3 and by an additional $100 per month (total $200) in January of Year 4. If the cafeteria benefit plan becomes bona fide at the beginning of the second year of the agreement, the $200 will be spread evenly over the remaining three years of the agreement, or at $67 per month in Year 2, another $67 per month in Year 3 and another $67 per month in Year 4. If the City's cafeteria benefit plan is not determined to be a bona fide plan as outlined above by a court of competent jurisdiction or formal legal opinion prior to December 31, 2025, this paragraph will become ineffective and the City's obligation to increase the cafeteria contribution by $200 will cease on December 31, 2025.~~

B. Part-Time Members:

Part-time NBLMA members receive a monthly cafeteria benefit of $601. 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.~~

For employees who do not enroll in a medical plan there shall be no optout cafeteria benefit. Part-time time NBLMA members who do not want to enroll in any medical plan offered by the City must provide proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California).

3. Dental Insurance

The existing or comparable dental plans shall be maintained as part of the City's health plan offerings for full-time employees as agreed upon by the Benefits Information Committee.

4. Vision Insurance

The existing or a comparable vision plan shall be maintained as part of the City's health plan offerings as agreed upon by the Benefits Information Committee for full-time employees.

B. ADDITIONAL HEALTH INSURANCE PROGRAMS

1. IRS Section 125 Flexible Spending Account

Section 125 of the Internal Revenue Code authorizes an employee to reduce taxable income for payment of allowable expenses such as childcare and medical expenses. The City shall maintain a "reimbursable account program" in accordance with the provisions of Section 125 of the Internal Revenue Code, pursuant to which a full-time Association member may request that medical, childcare, and other eligible expenses be paid or reimbursed by the City out of the employee's account. The base salary of the employee will be reduced by the amount designated by the employee for reimbursable expenses.

2. Disability Insurance

The City shall provide Short-Term (STD) and Long-Term (LTD) disability insurance to regular full-time employees with the following provisions:

| | Short-Term Disability | Long-Term Disability |
|---|---|---|
| Benefit Amount | 66.67% of covered | 66.67% of covered |
| Maximum Benefit | $1,846 weekly | $15,000 monthly |
| Waiting Period | 30 calendar days | 180 calendar days |

Employees shall not be required to exhaust accrued paid leaves prior to receiving benefits under the disability insurance program. Employees may not supplement the disability benefit with paid leave once the waiting period has been exhausted.

The City shall pay the entire cost of the disability insurance. ~~Employees shall pay one percent (1%) of base salary as a post-tax deduction for this benefit. Effective the first premium payment after the City Council adoption of the 2022-2025 MOU, the City will no longer require unit members to pay one percent (1%) of base salary for this benefit.~~

3. Life Insurance

The City shall provide life insurance for full-time employees in $1,000 increments equal to one times the employee's annual salary up to a maximum of $50,000. At age 70 the City-paid life insurance is reduced by 50% of the pre-70 amount (i.e., a maximum of $25,000). This amount remains in effect until the employee retires from City employment. Employees may also purchase supplemental life insurance at their own cost.

C. EMPLOYEE ASSISTANCE PROGRAM

*The* City shall provide an Employee Assistance Program (EAP) for Association members

through a properly licensed provider. Association members and their family members may access the EAP subject to provider guidelines.

D. THE RETIREMENT BENEFIT

1. Retirement Benefit Formula

The City contracts with PERS to provide retirement benefits for its employees. Pursuant to prior agreements and state mandated reform, the City has implemented first, second and third tier retirement benefits:

Tier 1: For employees enrolled by the City of Newport Beach as Safety members on or before November 23, 2012, the retirement formula shall be 3%@50 calculated on the basis of the single highest year.

Tier 2: For classic member (as defined in the Public Employees' Pension Reform Act) employees enrolled in CalPERS by the City of Newport Beach as Safety members on or after November 24, 2012, the retirement formula is 2%@50. For these same employees, final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of their retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 20037.

Tier 3: For employees enrolled by the City of Newport Beach as Safety members on or after January 1, 2013, who are new members as defined in the Public Employees' Pension Reform Act), the retirement formula shall be 2.7%@57 provided for by the Public Employees' Retirement Law at Government Code section 7522.25(d).

For these same employees, final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of their retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).

The City's contract with PERS also provides for:

a. The military buy-back provision pursuant to Section 20930.3 of the California Government Code and the highest year benefit pursuant to Section 20042.

b. The Level 4 1959 Survivor Benefits

c. The pre-retirement option settlement 2 death benefit (Section 21548)

2. Employee Contributions

Tier 1 and 2 Employees: All unit members in Tiers 1 and 2 will pay the full 9% "safety member" contribution of PERS reportable earnings. This payment will be made on a

pre-tax basis through payroll deduction pursuant to IRS Code Section 414(h)(2). This contribution will not be considered as part of employee's "compensation earnable" under Government Code section 20636.

Unit members will, in addition to the 9% normal member contribution, contribute 4.6% of pensionable compensation toward retirement costs as permitted under Government Code §20516(f), for a total contribution of 13.6%.

Tier 3 Employees: The minimum statutory employee contribution for employees in Tier 3 is subject to the provisions of the Public Employees' Pension Reform Act (PEPRA) and equals 50% of the "total normal cost" as determined by PERS. The employee Safety rate is subject to change based on annual PERS actuarial valuations.

In addition to the statutorily required 50% contribution of total normal costs, Tier III employees shall contribute an additional percentage of pensionable compensation toward retirement costs pursuant to Government Code § 20516((), for a total contribution of 13.6%. If future fiscal year member contribution rates for employees in Tier III change, the additional contribution made by the employee under 20516(f) will be increased or decreased accordingly so that the total employee contribution equals 13.6%, provided however, that the employee contribution shall never fall below the statutory required contribution.

In the event PERS pension provisions for new or existing employees are modified by State or Federal legislation resulting in changes to previously negotiated terms, the parties agree to meet and confer to discuss appropriate changes to the MOU.

E. RETIREE HEALTH BENEFITS PROGRAM (FULL-TIME CLASSIFICATIONS ONLY)

1. Background

In 2005, the City and all Employee Associations agreed to replace the previous "defined benefit" retiree medical program with a new "defined contribution" program. The process of fully converting to the new program will be ongoing for an extended period. During the transition, employees and (then) existing retirees have been administratively classified into one of *three* categories. The benefit is structured differently for each of the categories. The categories are as follows:

a. Category 1 - Employees newly hired after January 1, 2006.

b. Category 2 - Active employees hired prior to January 1, 2006, whose age plus years of service as of January 1, 2006, was less than 50 (46 for public safety employees).

c. Category 3 - Active employees hired prior to January 1, 2006, whose age plus years of service was 50 or greater (46 for public safety employees) as of January 1, 2006.

2. Program Structure

This is an Integral Part Trust (IPT) Retiree Health Savings (RHS) Plan (formerly the Medical Expense Reimbursement Program "MERP'? and applies only to regular full-time NBLMA employees.

a. For employees in Category 1, the program is structured as follows:

Each employee will have an individual RHS account for bookkeeping purposes, called "Employee Account." This account will accumulate contributions to be used for health care expenses after separation. All contributions to the plan are either mandatory employee contributions or City paid employer contributions, so they are not taxable to employees at the time of deposit. Earnings from investment of funds in the account are not taxable when posted to the account. Benefit payments are not taxable when withdrawn, because the plan requires that all distributions be spent for specified health care purposes.

Contributions will be in three parts.

Part A contributions (mandatory employee contributions): 1% of salary.

Part B contributions (employer contributions): $2.50 per month for each year of service plus year of age (updated every January 1st based on status as of December *31st* of the prior year).

Part C contributions (leave settlement as determined by Association):

The Association will determine the level of contribution for all employees it represents, subject to the following constraints. All employees within the Association must participate at the same level. The participation level should be specified as a percentage of the leave balance on hand in each employee's leave bank at the time of separation from the City.

For example, if the Association wishes to specify 50% of the leave balance as the participation level, then each member leaving the City or cashing out leave at any other time, would have the cash equivalent of 50% of the amount that is cashed out added to the RHS, on a pre-tax basis. The remaining 50% would be paid in cash as taxable income. Individual employees would not have the option to deviate from this breakout.

The Association has decided to participate in Part C contribution, at the level of zero percent (0%). This amount may be changed, on a going forward basis, as part of the future meet and confer process. However, the participation level must be the same for all employees within the Association. Additionally, the purpose and focus of these changes should be toward long-term, trend type adjustments. Due to IRS restrictions regarding "constructive receipt," the City will impose restrictions against frequent spikes or drops that appear to be tailored toward satisfying the desires of a group of imminent retirees.

Spillover pay is not eligible for Part C contributions.

Nothing in this section restricts taking leave for time off purposes.

Part A contributions may be included in PERS compensation. Part Band Part C contributions will not be included in PERS compensation.

Part A contributions begin upon enrolment in the program and are credited to each RHS Employee Account each pay period. Eligibility for Part B contributions is set at five years of vested City employment (i.e., five years at full time status). At that time, the City will credit the first five years' worth of Part B contributions into the Employee Account (interest does not accrue during that period).

Thereafter, contributions are made bi-weekly. Part C deposits, if any, will be made at the time of employment separation.

Each Employee has a right to reimbursement of medical expenses (as defined below) from the Plan until the Employee Account balance is zero. This right is triggered upon separation. If an employee leaves the City prior to five years employment, only the Part A contributions and Part C leave settlement contributions, if any, will be in the RHS Employee Account. Such an employee will not be entitled to any Part B contributions. The exception to this is a full-time employee, participating in the program, who leaves the City due to industrial disability during the first five years of employment. In such cases, the employee will receive exactly five years' worth of Part B contributions, using the employee's age and compensation at the time of separation for calculation purposes. This amount will be deposited into the employee's RHS account at the time of separation.

Distributions from RHS Employee Accounts are restricted to use for health insurance and medical care expenses after separation, as defined by the Internal Revenue Code Section 213(d) (as explained in IRS Publication 502) and specified in the Plan Document. In accordance with current IRS regulations and practices, this generally includes premiums for medical insurance, dental insurance, vision insurance, supplemental medical insurance, long term care insurance, and miscellaneous medical expenses not covered by insurance for the employee and their spouse and legal dependents - again only as permitted by IRS Publication 502. Qualification for dependency status will be determined by guidelines in IRC 152. If used for these purposes, distributions from the RHS accounts will not be taxable. Cash withdrawal for any other purpose is prohibited. Under recent IRS Revenue Ruling 2005-24, any balance remaining in the Employee Account after the death of the employee and their spouse and/or other authorized dependents (if any) must be forfeited. That particular RHS Employee Account will be closed, and any remaining funds will become general assets of the plan.

The parties agree that the City's Part B contributions during active employment constitute the minimum CalPERS participating employer's contribution (i.e., the CalPERS statutory minimum amount) towards medical insurance after

retirement. The parties also agree that, for retirees selecting a CalPERS medical plan, or any other plan with a similar employer contribution requirement, the required City contribution will be withdrawn from the retiree's RHS account.

b. For employees in Category 2, the program is the same as for those in Category 1, with the following exception:

In addition to the new plan contributions listed above, current employees who fully convert to the new plan will also receive a one- time City contribution to their individual RHS accounts that equates to $100 per month for every month they contributed to the previous "defined benefit" plan, to a maximum of 15 years (180 months). This contribution will be made only if the employee retires from the City and at the time of retirement. No interest will be earned in the interim.

Employees in Category 2 who had less than five years' service with the City prior to implementation of the new program will only receive Part B contributions back to January 1, 2006, when they reach five years total service.

c. For employees in Category 3, the program is the same as for those in Category 2, with the following exception:

For employees in this category, the City will make no Part B contributions while the employees are still in the active work force. Instead, the City will contribute $400 per month into each of their RHS accounts after they retire from the City, to continue as long as the employee or spouse is still living.

Each employee will contribute a flat $100 per month to the plan for the duration of their employment to partially offset part of this expense to the City. The maximum benefit provided by the City after retirement is $4,800 per year, accruing at the rate of $400 per month. There is no cash out option for these funds, and they may not be spent in advance of receipt.

Employees in this category will also receive an additional one-time City contribution of $75 per month for every month they contributed to the previous plan prior to January 1, 2006, up to a maximum of 15 years (180 months). This contribution will be made to the RHS account at the time of retirement, and only if the employee retires from the City. No interest will be earned in the interim.

3. Administration

Vendors have been selected by the City to administer the program. The contract expense for program-wide administration by the vendor will be paid by the City. However, specific vendor charges for individual account transactions that vary according to the investment actions taken by each employee, such as fees or commissions for trades, will be paid by each employee.

The City's Deferred Compensation Committee, or its successor committee, will have the authority to determine investment options that will be available through the plan.

F. TUITION REIMBURSEMENT

Full-time and part-time NBLMA members attending accredited community colleges, colleges or universities may apply for reimbursement of one hundred percent (100%) of the actual cost of tuition, books, fees, or other student expenses for approved job-related courses. Reimbursement is contingent upon the successful completion of the course. Successful completion means a grade of "C" or better for undergraduate courses and a grade of "B" or better for graduate courses. All claims for tuition reimbursement require the approval of the Human Resources Director.

NBLMA members attending pre-approved, directly job-related classes, courses and seminars given by recognized agencies, organizations, or individuals other than accredited college institutions may apply for reimbursement of actual cost of tuition, books, fees, or other student expenses. Reimbursement is contingent upon the successful completion of the course. Successful completion means a document or certificate showing successful completion of the course or seminar. All claims for reimbursement require the approval of Fire Chief or designee before submittal to Human Resources.

Maximum tuition reimbursement for full-time employees shall be $1,500 per fiscal year and the maximum reimbursement for part-time employees shall be $1,125 per fiscal year.

## SECTION 5. MISCELLANEOUS PROVISIONS

A. REDUCTIONS IN FORCE/LAYOFFS

The provisions of this section shall apply to full-time and part-time members when the City Manager determines that a reduction in the work force is warranted because of actual or anticipated reductions in revenue, reorganization of the work force, a reduction in municipal services, a reduction in the demand for service or other reasons unrelated to the performance of duties by any specific employee. Reductions in force are to be accomplished, to the extent feasible, based on seniority within a particular Classification or Series and this Section should be interpreted accordingly.

1. Definitions

    a. "Layoffs" or "Laid Off' shall mean the non-disciplinary termination of employment.

    b. "Seniority" shall mean the time an employee has worked in a Classification or Series calculated from the date on which the employee was first granted regular status in their current Classification or any Classification within the Series, subject to the following:

        i. Credit shall be given only for continuous service (as described in the next paragraph) subsequent to the most recent appointment to regular status in the Classification or Series.

        ii. Seniority shall include time spent on industrial leave, military leave and leave of absence with pay, but shall not include time spent on any other

authorized or unauthorized leave of absence.

c. "Classification" shall mean one or more full-time positions identical or similar in duties and embraced by a single job title authorized in the City budget and shall not include part-time, seasonal, or temporary positions. Classifications within a Series shall be ranked according to pay (lowest ranking, lowest pay).

d. In this bargaining unit, there is one Series made up of three classifications represented by the Association - Lifeguard Officer, Lifeguard Captain and Lifeguard Battalion Chief.

e. "Bumping Rights", "Bumping" or "bump" shall mean the right of an employee, based upon seniority within a series, to displace a less senior employee in a lower Classification within the Series.

2. Procedure

In the event the City Manager determines to reduce the number of employees within a Classification, the following procedures are applicable:

a. Employees within a Classification shall be laid off in inverse order of seniority.

b. An employee subject to layoff in one Classification shall have the right to Bump a less senior employee in a lower ranking Classification within a Series within the bargaining unit, provided, however, that the determination of the employee to be terminated from the position shall be based on seniority within the Series. An employee who has Bumping Rights shall notify the Department Director within seven (7) working days after the notice of layoff of their intention to exercise Bumping Rights.

c. In the event two or more employees in the same Classification are subject to layoff and have the same seniority, the employees shall be laid off in inverse order of their position on the eligibility list or lists from which they were appointed. In the event at least one of the employees was not appointed from an eligibility list, the Department Director shall determine the employee(s) to be laid off.

3. Notice

Employees subject to layoff shall be given at least thirty (30) days advance notice of the layoff of thirty (30) days' pay in lieu of notice. In addition, employees laid off will be paid for all accumulated paid leave, holiday leave (if any).

4. Re-Employment

Regular and probationary employees who are laid off shall be placed on a Department re-employment list in reverse order of layoff. The re-employment list shall remain in effect until exhausted by removal of all names on the list. In the event a vacant position occurs in the Classification which the employee occupied at the time of layoff, or a lower

ranking Classification within a Series, the employee at the top of the Department re-employment list shall have the right to appointment to the position, provided, he or she reports to work within seven (7) days of written notice of appointment. Notice shall be deemed given when personally delivered to the employee or deposited in the U.S. Mail, certified, return receipt requested, and addressed to the employee at their last known address. Any employee shall have the right to refuse to be placed on the re-employment list or the right to remove their name from the re- employment list by sending written confirmation to the Human Resources Director.

5. Severance Pay

Regular employees who are laid off shall, as of the date of layoff, receive one week severance pay for each year of continuous service with the City of Newport Beach, to a maximum of ten (10) weeks of severance pay.

B. DISCIPLINE

Any discipline shall be in accordance with the Department SOP and the Employee Policy Manual.

C. HEALTH AND FITNESS EVALUATIONS

All NBLMA members shall participate in the Department Fitness Program.

D. PROVISION FOR SUN PROTECTION

1. The first full pay period of each fiscal year the City will provide $500 to each full-time unit member and $300 to each part-time unit member for sunglasses and other sun protection materials (not restricted to use at Lifeguard Store).

2. Each unit employee shall receive an annual skin cancer screening, which will be conducted either on or off duty at the Department's discretion. Employees directed to receive this screening off duty shall receive one (1) hour of compensatory time off as compensation.

E. FITNESS EQUIPMENT AND EXERCISE TIME

The City will provide up to $3,000 per year towards the purchase of fitness equipment to be used on duty for the intended benefit of NBLMA. The actual equipment to be purchased shall be recommended by NBLMA and shall require the final approval of the Fire Chief. Unit employees shall be allowed up to three (3) hours per week for on duty physical fitness training.

F. EMPLOYEE POLICY MANUAL/Standard Operating Procedures

The City and NBLMA have agreed on implementation of the City's revised 2010 Employee Policy Manual. Should additional revisions to the Manual be proposed, the City will meet and confer on applicable policy manual provisions and/or standard operating procedures

which are within the scope of bargaining. The parties agree to meet and confer over a policy regarding contract switches and/or leave.

G. DIRECT DEPOSIT

All Unit employees shall participate in the City's Direct Deposit Program.

## 5. RECOUPMENT OF OVERPAYMENTS

Employees will be notified by Payroll or Human Resources prior to the recovery of overpayments on paychecks. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Finance Department or Human Resources. Such recovery shall not exceed 15% per month of disposable earnings, as defined by State law, except a mutually agreed upon accelerated payment plan for faster recovery.

Recoupments under this section shall be limited to forty-eight (48) months. However, nothing in this section is intended to preclude the City from seeking recoupment of overpayments due to fraud or other knowing concealment through any available legal forum.

**Signatures on the following page**

**For NBLMA:**

Elizabeth Silver (Jul 3, 2025 17:24 PDT)

Elizabeth Silver
Chief Negotiator

Date: 07/03/2025

**For the City:**

Jonathan V. Holtzman (Jul 3, 2025 16:26 PDT)

Jonathan V. Holtzman
Co-Chief Negotiator

Date: 07/03/2025

Luke Jensen

Luke Jensen
Co-Chief Negotiator

Date: 07/03/2025

# 2025-2028-NBLMA_MOU Final Redline - 07.03.25

Final Audit Report 2025-07-04

| | |
|---|---|
| Created: | 2025-07-03 |
| By: | Luke Jensen (ljensen@publiclawgroup.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA2npynJoK-vlzAxzxzuQcxHewKlV2ThMo |

## "2025-2028-NBLMA_MOU Final Redline - 07.03.25" History

Document created by Luke Jensen (ljensen@publiclawgroup.com)
2025-07-03 - 11:20:08 PM GMT

Document emailed to Elizabeth Silver (esilver@rlslawyers.com) for signature
2025-07-03 - 11:20:13 PM GMT

Document emailed to Luke Jensen (ljensen@publiclawgroup.com) for signature
2025-07-03 - 11:20:13 PM GMT

Document emailed to Jonathan V. Holtzman (JHOLTZMAN@PUBLICLAWGROUP.COM) for signature
2025-07-03 - 11:20:13 PM GMT

Email viewed by Luke Jensen (ljensen@publiclawgroup.com)
2025-07-03 - 11:21:24 PM GMT

Document e-signed by Luke Jensen (ljensen@publiclawgroup.com)
Signature Date: 2025-07-03 - 11:21:42 PM GMT - Time Source: server

Email viewed by Jonathan V. Holtzman (JHOLTZMAN@PUBLICLAWGROUP.COM)
2025-07-03 - 11:26:33 PM GMT

Document e-signed by Jonathan V. Holtzman (JHOLTZMAN@PUBLICLAWGROUP.COM)
Signature Date: 2025-07-03 - 11:26:50 PM GMT - Time Source: server

Email viewed by Elizabeth Silver (esilver@rlslawyers.com)
2025-07-04 - 0:24:00 AM GMT

Document e-signed by Elizabeth Silver (esilver@rlslawyers.com)
Signature Date: 2025-07-04 - 0:24:24 AM GMT - Time Source: server

Agreement completed.

2025-07-04 - 0:24:24 AM GMT

Adobe Acrobat Sign

# ATTACHMENT B

## Estimated Cost of Contract with NBLMA

**City of Newport Beach**
**NBLMA MOU**

| | Current | FY 2025/26 | FY 2026/27 | FY 2027/28 |
|---|---|---|---|---|
| **Key Contract Terms** | | | | |
| COLA | | 4.00% | 4.00% | 4.00% |
| Equity Adjustment | | 2.00% | | |
| Remove Bottom Two Steps for Lifeguard Officer | | | | |
| Salary Differential | 7.50% | 10% for Training<br>2.5% for Rescue Vessel Captains | | |
| Holiday Time | | All taken as cash | | |
| Medical Insurance[1] | | 7/1/25 Additional $300/month (No Cash Back) | | |
| Scholastic Achievement | 2% for BA/BS | 3.5% of Base Salary for BA/BS<br>1% for MA for Lifeguard Captains[6] | | |
| Move-Up Pay | 5% | 9.50% | | |
| NAL Bank | | 48 Hours | | |
| **Summary of Proposal Cost [2]** | | | | |
| **Baseline Compensation** | | | | |
| Base Pay | $1,540,232 | $94,636 | $160,031 | $228,042 |
| Supplemental Pays | 99,273 | 60,065 | 66,706 | 73,613 |
| Overtime | 221,412 | 13,285 | 22,673 | 32,436 |
| Pension Contribution | 283,307 | 22,552 | 36,158 | 50,308 |
| Cafeteria Plan | 288,660 | 18,222 | 18,222 | 18,222 |
| Other City Paid Benefits [3] | 128,392 | 59,185 | 62,849 | 66,660 |
| **Total** | **$2,561,277** | **$267,945** | **$366,638** | **$469,279** |
| **Cumulative Impact on Employee Compensation** | | | | |
| Base Salary Increase [4] | | 6.14% | 10.39% | 14.81% |
| Total Compensation Increase [5] | | 10.46% | 14.31% | 18.32% |
| **Key Contract Terms** | | | | |
| COLA | | 107,181 | 203,011 | 302,675 |
| Equity Adjustment | | 30,805 | 30,805 | 30,805 |
| Remove Bottom Two Steps for Lifeguard Officer | | 2,222 | 2,222 | 2,222 |
| Salary Differential | | 16,037 | 16,679 | 17,346 |
| Holiday Time | | 22,782 | 23,693 | 24,641 |
| Medical Insurance[1] | | 18,222 | 18,222 | 18,222 |
| Scholastic Achievement | | 12,638 | 13,817 | 15,044 |
| Move-Up Pay | | 3,261 | 3,391 | 3,527 |
| NAL Bank | | 54,797 | 54,797 | 54,797 |
| | | **$267,945** | **$366,638** | **$469,279** |

**Notes**

[1] Assumes maintaining the current level of funding, plus an additional $300 per month in health insurance benefits, effective May 2025.

[2] Costs shown in years two and three reflect the cumulative budget impact in each year as compared to the current budgeted amounts.

[3] Includes Medicare, Compensated Absences, Retiree Health Savings, Life Insurance, and EAP.

[4] Percentage shown in each year is as compared to current base salary, not the prior year.

[5] Measured based on the total of all pay and benefits. Percentage is as compared to current total compensation, not the prior year.

[6] This is considered a no cost item, as no Lifeguard Captains currently hold a Master's degree.

[7] The costs shown reflect additional annual expenses for the corresponding fiscal years.

# July 8, 2025, City Council Agenda Comments

The following comments on items on the Newport Beach City Council agenda are submitted by:
Jim Mosher ( jimmosher@yahoo.com ), 2210 Private Road, Newport Beach 92660 (949-548-6229)

## *Item 1. Minutes for the June 24, 2025 City Council Meeting*

The passages shown in *italics* below are from the draft minutes with suggested corrections shown in ***~~strikeout~~*** ***underline*** format. The page numbers refer to Volume 66.

**Page 339**, Item III: **The title "III. PUBLIC COMMENTS" is misplaced**.

The video shows Item III consisted solely of a reading of the notice regarding public comments by the Interim City Clerk, and seems to have been relocated in the agenda sequence by the Mayor. The clock visible on the wall confirms the reading took place after the Council returned at 4:30 p.m. from a brief recess and was not part of the earlier study session. **It occurred between Items "VI. ROLL CALL" and "VII. INVOCATION." and should be so indicated in the minutes, not at the location shown in the draft.**

The public comment listed under the "III. PUBLIC COMMENTS" heading in the draft was not in response to the Item III reading. It occurred before 4:30 p.m. and was part of study session Item SS2. **Moving the Item III heading (but not the comment) to its proper location later in the agenda will correct that error**.

**Page 339**, paragraph 2 from end (part of the misplaced comments described above), last sentence: "*He also noted, independent of his role on the General Plan Advisory Committee, that* ***~~there are additional materials linked~~*** *at the end of the AAM staff report* ***~~that are~~*** ***there is a link to a page with*** *very helpful* ***additional information****, including a link to a video of a symposium held in Palm Springs containing an in-depth discussion about AAM*."

[**comment**: I suspect the reason the staff report did not directly link to the additional materials, but, insteading, linked to a separate webpage ("newportbeachca.gov/AAM") containing links to the material is that, for reasons unknown to me, when staff reports (and comments such as this) get archived to the City's Laserfiche permanent storage system, the hyperlinks within them continue to display as hyperlinks, but become non-functional and (frustratingly) cannot be used unless the URL is spelled out in full for copying and pasting into a web browser. In the case of the AAM video, the URL is 81 characters long and likely could not have been displayed, in full, on a single line of the staff report.]

**Page 347**, last appointment item:

"*3. Interim City Clerk Perry read the ballot votes for the City Arts Commission as follows:*

*David Anastos – Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand*
*Rita Goldberg - Grant****, Kleiman, Weigand***
*Melissa Kandel - Barto, Blom, Grant,* ***~~Kleiman,~~*** *Stapleton, Weber, Weigand*
*Tiare Meegan - Barto, Blom, Kleiman, Stapleton, Weber****~~, Weigand~~***
*Laurel* ***~~Tipett~~*** ***Tippett*** *- Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand*

*Interim City Clerk Perry announced that David Anastos, Melissa Kandel, Tiare Meegan, and Laurel Tippett were appointed to the City Arts Commission*."

[**comment**: As of this writing, the ballots have not been copied to the meeting agenda's Laserfiche archive, but the votes shown in the draft minutes differ from those read at the meeting (as recorded in the video) as shown. In addition to correcting the misspelling of "Tippett" and the votes, it might be noted that the staff report indicated three of the City Arts Commission appointments were for terms ending in 2029 and one for a term ending in 2026.[1] Neither the Council nor the Clerk indicated which appointees were being appointed to which terms. The tradition seems to have been the appointee with the least votes gets the shortest term. In this case, that would be Tiare Meegan. However, since this was not discussed it is not clear that was the intent here.]

## *Item 4. Resolution No. 2025-41: Adopting a Memorandum of Understanding with the Newport Beach Professional and Technical Employees Association and Associated Salary Schedule*

It is a bit confusing since there may be more than one version of the Council agenda posted in more than one place, but it appears that as of July 7, the MOU being presented for approval on July 8 as Attachment A to Resolution No. 2025-41 and promised to be "available for viewing prior to the meeting" is not yet available for viewing.

This is particularly strange since a version of what purported to be the MOU was presented for review at the June 24 Council meeting. Is the present "Attachment A" any different from that? Why has it not been provided?

## *Item 5. Resolution No. 2025-42: Adopting a Memorandum of Understanding with the Newport Beach Police Management Association and the Associated Salary Schedule*

Unlike agenda Item 4, the MOU being presented for possible adoption is included in the packet.

What is peculiar about this one is that the document history on page 5-38 indicates the Mayor signed it on July 3, without the Council having acted on the item or having given the Mayor authority to sign.

---

[1] Retaining the ending dates of the board & commissioners' 4-year terms is important to ensuring a gradual replacement of position holders rather than a wholesale replacement in any one year. The original City Charter Section 702, approved by voters on June 8, 1954, required the original members of 5-member boards to arrange themselves into something like a 1-1-1-2 pattern of yearly appointment numbers, and 7-member boards into a 1-2-2-2 pattern. Apparently in connection with a measure to expand the Planning Commission to nine members,, this was changed less than a year later when, at the April 10, 1955, Municipal election, voters approved an amendment requiring at least 1 appointment each year, but allowing up to 3. When the seven-member City Arts Commission was created by a Charter amendment that was part of Proposition 1 at the April 9, 1974, election, the original members may have used that to organize their terms into a 1-1-2-3 annual appointment structure (an additional Charter amendment in 1992 gave the Council discretion to change the number of members of the Arts Commission – and only it – by ordinance or resolution, but it is unclear if that has ever been used).The massive Charter changes wrought by Measure EE in 2012 rewrote Section 702, vaguely leaving the appointment rotation structure of new boards and commissions completely to the discretion of the Council at the time of the initial appointments.

## *Item 6. Resolution No. 2025-43: Requesting a CalPERS Contract Amendment to Eliminate Section 20516(a) Cost Sharing for Citywide Miscellaneous Tier I Employees*

The staff report indicates that getting this amendment initiated "is a matter of great urgency" because of pending contract negotiations, but is less clear about the status of the cost sharing between now and when the amendment is completed, which it anticipates will be "at least a few months" away (and it says nothing about the amendment, if approved, being retroactive).

Who will be paying the cost sharing amounts between now and then if the contracts with the employee groups say one thing and the contract with CalPERS says something different? Or are the employee contracts being written in such a way that they will pay whatever the CalPERS contract says (in other words, make no change in cost sharing obligations until after a change to the CalPERS contract is completed)?

## *Item 7. Approval of a Professional Services Agreement with Arts Orange County to Manage Phase X of the Sculpture Exhibition in Civic Center Park*

The staff report implies the contractor will be working to a timeline set by the City Arts Commission.

Since the contract does not seem to have been posted in a machine-readable format, it is a little difficult for me to verify, but I don't think the expectation that the contractor will be working to an Arts Commission dictated timeline is part of the contract.

Another concern is with the agreement, in the Scope of Services on page 7-17, of the Community Input process by which applications for inclusion in the exhibition become part of the public survey determining the final selections. While there may be a need to reduce the entries to a manageable number for the public to evaluate, I believe that at one time the Commission's role in that was limited to eliminating entries that were unsuitable for objective reasons (such as use of materials not suitable for 2- or 3-year outdoor display). As has happened in recent years, Section 3.2 of the proposed Scope of Services appears to give the Commission unlimited authority to restrict the public survey to pieces that meet the Commission's tastes.

To avoid the public being given no real choice, shouldn't the contract set a minimum number of entries to be presented for consideration by the public?

## *Item 8. Irrigation Controller Replacement Phase 2 - Notice of Completion for Contract No. 9735-1 (25P02)*

This contract seems remarkable in that it was completed, according to this report, at the exact original contract price (not a penny more or less).

That contract, as approved as Item 5 at the March 25, 2025, meeting, included a 5% contingency, but did not allow extra compensation for unforeseen difficulties. Usually there are either cost savings found or change orders made, but apparently there were none here.

It also seems remarkable that the work was completed in 29 days when 120 were allowed.

## *Item 9. Tentative Memorandum of Understanding with Newport Beach Lifeguard Management Association (NBLMA)*

The effort to provide a redline of the proposed MOU for review prior to final action on it at a future meeting is commendable.

However, and while I may be confused due to possibly different versions of Council agenda posted at different locations, as of July 7, I have been unable to find the proposed MOU, but only a promise it "*will be available for viewing prior to the meeting*."

## *Item 14. General Plan Update Steering Committee (GPUSC) Bi-Monthly Update to the City Council*

As a member of GPAC, but commenting as a private citizen, I would observe, as must be obvious, that it has been more than two months since the last GPUSC "bi-monthly" update to the City Council. As the report alludes to, I suspect the delay may have been due, in part, to the Council's decision in January and February to terminate all the existing GPAC appointments and re-appoint 24 of them. I can say personally that this had a quite demoralizing effect and significantly, and unnecessarily, delayed the effort. It also resulted in the loss of two of the most highly engaged members.

Partially as a result of this, I believe the Council will ultimately be receiving a largely staff and consultant written General Plan, with relatively small pieces subjected to citizen review. Absent so far has been any real effort to compare the staff/consultant proposals to the current plan, highlighting what is new and what has been removed, and why. I hope that will be included when something eventually gets to the Council.

Speaking as a citizen who attended all but one of the workshops detailed in Attachment B, I would observe participation was considerably less "robust" than it may appear from the report. At the earlier workshops, the few unaffiliated citizens in attendance were far outnumbered by staff, consultants and GPAC members. And even counting better attendance at the final one, the fraction of the Newport Beach population providing input remains extremely small. Participation through the Newport, Together website also appears to have been minimal, suggesting most of the public may not even be aware of the update effort. It looks like no comments have been added through it since December, and very few before that.

## *Item 17. Fourth Amended and Restated Employment Agreement for City Manager*

This proposed Agreement, which was apparently developed in closed session, strikes me as fiscally irresponsible.

The City already has a contract for Grace Leung's services through December 30, 2026. That contract provides for no extra or continuing compensation in the event she voluntarily ceases to provide those services; that is, if she retires prior to its end, such as on December 30, 2025. While it is true the existing contract provides an extremely generous severance package should the Council involuntarily terminate Ms. Leung prior that Agreement's normal end, Council members have repeatedly praised her performance.

The present proposal allows Ms. Leung to leave at the end of 2025, yet be paid, in effect, through the end of calendar year 2026, without having to provide any services to the City during that final year of the current contract – a year in which City taxpayers will have to pay a different, and possibly higher-paid City Manager to provide the services that Ms. Leung will effectively be paid for but not providing.

Given the Council's public praise of Ms. Leung, I see no reason to alter the existing contract and put taxpayers to this extra expense. If Ms. Leung wishes to retire on December 26, that is her choice, but neither the Council, nor Newport Beach taxpayers, should be under any obligation to pay her anything extra for doing so.

Should the Council, alternatively, regard this as a retirement gift – a bonus for extraordinary service during her tenure here – I believe that would run afoul of the California Contsitution's Article XI, Section 10 prohibition against cities, including charter cities,[2] granting extra compensation for work contracted for and already performed. As we have been frequently reminded, California courts have carved out exceptions to this rule allowing retroactive adjustments during a time of contract negotiation, but that is not the circumstance here, since this does not seem in any way related to retaining or continuing service. Similarly, we have been reminded that charter cities are not *prohibited* from making gifts of public funds unless such a restriction is self-imposed in its charter. But not being *prohibited* in general does not mean they are *allowed* to make a gift expressly precluded by the Constitution.

Given all this, if the public praise was insincere, and the Council has found some reason it wants to terminate Ms. Leung, but cannot do so "for cause,"[3] then the staff report should clearly lay out the options available. Of particular interest would be how the cost to taxpayers of an involuntary separation on December 26, 2025 (or some earlier or later date), subject to the existing severance provisions, compares to the cost of the present proposal.

## *Item 18. Eighth Amended and Restated Employment Agreement for City Attorney*

It would have been helpful to provide a redline of the current agreement (contract C-7034-5) compared to this proposed one.

I also have trouble deducing from either the staff report or Attachment C how the annual cost of the proposed agreement compares to the cost expected under the existing agreement.

In view of the previous agenda item, the Council might wish to reconsider the extremely generous severance packages it is offering its employees. In the present case, the proposal will apparently roll back to 12 months the existing promise of 18 months severance, which roll-back, without the amendment, would not have happened until March 2026. However, one might wonder why even 12 months is being offered? It seems to significantly restrain the Council's ability to change employees even when it thinks a change would benefit the City.

---

[2] The otherwise plenary authority to set employee compensation granted to charter cities by Section 5 is expressly limited, in that section, by the other provisions of Article XI.

[3] Under the current Agreement, a "for cause" separation requires no additional compensation of any kind to be paid beyond the separation date.

CITY OF

# NEWPORT BEACH

## City Council Staff Report

July 8, 2025
Agenda Item No. 10

| | |
|---|---|
| **TO:** | HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL |
| **FROM:** | Grace K. Leung, City Manager - 949-644-3001, gleung@newportbeachca.gov |
| **PREPARED BY:** | Barbara J. Salvini, Human Resources Director - 949-644-3259, bsalvini@newportbeachca.gov |
| **TITLE:** | Tentative Memorandum of Understanding with the Newport Beach Fire Management Association |


**ABSTRACT:**

The Memorandum of Understanding (MOU) between the City of Newport Beach and the Newport Beach Fire Management Association (NBFMA) expires on December 31, 2025. At the direction of the City Council, City and NBFMA representatives began meeting and conferring in good faith on wages, benefits and other terms and conditions of employment in order to implement a successor agreement with enhanced benefits prior to the current MOU's December 31 expiration date.

A Tentative Agreement on the terms of a successor MOU has been reached. In furtherance of the City Council's goal to provide transparency in the negotiations process, the Tentative Agreement and its associated costs are being presented for public review and comment. The final MOU, which spans the time period of July 1, 2025, through June 30, 2028, will be presented for City Council action at its May July 22, 2025, regular meeting.


**RECOMMENDATIONS:**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Receive and consider the Tentative Agreement between the City of Newport Beach and the Newport Beach Fire Management Association.

**DISCUSSION:**

The NBFMA is a recognized employee association which currently represents four fire battalion chiefs. The proposed successor MOU provides for the addition of two non-safety positions to the unit, the fire marshal and the EMS division chief, as well as the conversion of one of the battalion chief positions to an administrative division chief.

The City and NBFMA representatives met several times to discuss the terms of a successor agreement. Topics discussed during negotiations included wage and equity adjustments, leaves, certification pay, longevity pay, medical insurance and other, non-economic matters. Clarifying language to existing provisions was added where necessary.

Key provisions of the Tentative Agreement between the City and NBFMA include:

- Term - Approximately three years, expiring June 30, 2028.

- Wage Adjustments – Safety Classifications:

  July 12, 2025 7%,
  July 2026 4%
  July 2027 4%.

  Equity Adjustment July 12, 2025 2%

- Wage Adjustments – Non-Safety

  July 12, 2025 4%
  July 2026 4%
  July 2027 4%

- Longevity Pay Adjustments for Safety Classifications - Adjustments to existing longevity pay for safety classifications will provide an additional 5% for those with at least 15 years of service but less than 20 years of service. Safety members with 20 or more years of service will receive an additional 10%.

- Medical Insurance – The City will increase its cafeteria contribution to $2,224 per month (plus the minimum CalPERS participating employee contribution) to each member's cafeteria plan.

- Holidays – Because safety members are expected to work without regard to City-recognized holidays, all holidays will be provided as cash with no option to take holidays as time off.

- Non-Accruing Leave Bank – Safety employees will receive 48 hours annually of paid leave. The hours do not accrue, have no cash value, and are nontransferable.

- Administrative Leave – Non-Safety Classifications may be granted up to 80 hours of administrative leave.

- Retirement Contributions – Non-Safety Classifications will contribute 11.5% of compensation earnable or pensionable compensation towards their CalPERS retirement benefit.

- Expansion of City-paid deferred compensation benefit to all unit members.

A draft version of the Tentative Agreement between the City and NBFMA is included as Attachment A with changes from the current agreement in redline. Costing information is included as Attachment B. The total cost of the contract is approximately $930,000.

NBFMA has informed the City that its members have voted to approve the agreement. Following City Council review of the Tentative Agreement and proposed MOU with NBFMA, a final version of the successor MOU will be presented at the July 22, 2025, regular City Council meeting. The costing information and proposed revisions to the MOU will be posted for public review on the City's website.

The agreement will not become effective, per Government Code §3505.1, until the governing body, i.e., the City Council, takes action to adopt it. If the City Council approves adoption of the Tentative Agreement with NBFMA at the July 22, 2025, meeting, City staff will work to implement the provisions as soon as practicable.

## FISCAL IMPACT:

Detailed cost information is provided in Attachment B. The MOU will result in the following annual fiscal impacts to implement the terms of the agreement, totaling $930,067.

| Fiscal Year | Amount |
|---|---|
| **2025/26** | 230,058 |
| **2026/27** | 308,970 |
| **2027/28** | 391,038 |
| | **930,067** |

The costs shown reflect additional annual expenses for the corresponding fiscal years. Sufficient projected unassigned General Fund balance reserves are available to support the required appropriations. Following the City Council's consideration of the Tentative Agreement, staff will return with a budget amendment to appropriate the funds needed to cover the cost of the contract for Fiscal Year 2025-26. Adequate funding will be included in the annual budget for subsequent years.

## ENVIRONMENTAL REVIEW:

Staff recommends the City Council find this action 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, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**NOTICING:**

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

**ATTACHMENTS:**

Attachment A – Tentative Agreement and Proposed MOU Between the City and NBFMA (Redline)
Attachment B – Estimated Cost of Contract with NBFMA

**ATTACHMENT A**

# MEMORANDUM OF UNDERSTANDING

# BETWEEN

# THE CITY OF NEWPORT BEACH

# AND

# THE NEWPORT BEACH FIRE MANAGEMENT ASSOCIATION

~~July 1, 2022 through June 30, 2026~~July 1, 2025 through June 30, 2028

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEWPORT BEACH AND NEWPORT BEACH FIRE MANAGEMENT ASSOCIATION**

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is entered into with reference to the following :

1. The Newport Beach Fire Management Association ("NBFMA" or "Association") , a recognized employee organization , and the City of Newport Beach ("City"), a municipal corporation and charter city, have been meeting and conferring, in good faith, with respect to wages , hours, fringe benefits and other terms and conditions of employment.

2. This MOU, upon approval by NBFMA and the Newport Beach City Council, represents the total and complete understanding and agreement between the parties regarding all matters within the scope of representation.

## 1 SECTION 1. GENERAL PROVISIONS

A. Recognition

In accordance with the provisions of the Charter of the City of Newport Beach, the Meyers Milias Brown Act of the State of California and the provisions of the Employer's/Employee Labor Relations Resolution No. 2001-50, the City acknowledges that NBFMA is the majority representative for the purpose of meeting and conferring regarding wages , hours and other terms and conditions of employment for all employees in those classifications specified in Exhibit "A" or as appropriately modified in accordance with the Employer/Employee Resolution. All other classifications and positions not specifically included within Exhibit "A" are excluded from representation by NBFMA.

B. Term

1. Except as specifically provided otherwise, any ordinance, resolution or action of the City Council necessary to implement this MOU shall be considered effective as of July 1, 2025. This MOU shall remain in full force and effect through June 30, 2028, and the provisions of this MOU shall continue after the date of expiration of this MOU in the event the parties are meeting and conferring on a successor MOU.

2. The provisions of this MOU shall prevail over any conflicting provisions of the Newport Beach City Charter , the ordinances , resolutions and policies of the City of Newport Beach, and federal and state statutes, rules and regulations which either specifically provide that agreements such as this prevail, confer rights which may be waived by any collective bargaining agreement , or are , pursuant to decisional or statutory law, superseded by the provisions of an agreement such as, or similar to, this MOU.

C. Scope

1. All present written rules and currently established practices and employee rights , privileges and benefits that are within the scope of representation shall remain in full force and effect during the term of this MOU unless specifically amended by the provisions of this MOU, or in the case of the Department SOP's falling within the scope of representation, the City has given notice to the Association and, upon request, met and conferred on any proposed changes which fall within the scope of representation.

   The parties agree to meet and confer changes to department SOP, rule, or regulation if such proposed changes materially impact any matter within the scope of representation.

2. Pursuant to this MOU, the City reserves and retains all of its inherent exclusive and non-exclusive managerial rights, powers, functions and authorities ("Management Rights") as set forth in Resolution No. 2001-50.

D. Bulletin Boards

1. Space shall be provided on bulletin boards within the Fire Department at their present location for the posting of notices and bulletins relating to NBFMA business, meetings, or events. All materials posted on bulletins boards by the NBFMA shall indicate that the NBFMA posted it. Material posted shall not contain personal attacks on any City official or employee, any material which constitutes harassment, discrimination or retaliation on the basis of any protected class under the law or other statutorily or constitutionally impermissible basis, as well as any pornographic or obscene material.

2. Material posted and messages sent through ~~electronic mail (~~work E-Mail~~)~~ shall not contain personal attacks on any City official or employee, any material which constitutes harassment, discrimination or retaliation on the basis of any protected class under the law or other statutorily or constitutionally impermissible basis, as well as any pornographic or obscene material. Work E-Mail may be used for Association business on a limited basis and consistent with Department Policy.

E. Conclusiveness

This MOU contains all of the covenants, stipulations, and provisions agreed upon by the parties. Therefore, for the life of this MOU, neither party shall be compelled to meet and confer concerning any issue within the scope of representation except as expressly provided herein or by mutual agreement of the parties. No representative of either party has the authority to make, and none of the parties shall be bound by any statement, representation or agreement reached prior to the execution of this MOU and not set forth herein.

F. Modifications

Any agreement, alteration, understanding, variation, or waiver or modification of any of the terms or provisions of this MOU shall not be binding upon the parties unless contained in a written document executed by authorized representatives of the parties.

G. Savings

Should any part of this MOU be rendered or declared illegal or invalid by legislation, decree of court of competent jurisdiction or other established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this MOU provided, however, should the provisions of this MOU relating to salary increases, fringe benefits, or the compensation policy be declared invalid the City shall provide alternative forms of compensation such that NBFMA members suffer no financial detriment by virtue of the decision or ruling with the manner and form of the compensation to be determined by the parties after meeting and conferring in good faith.

H. Impasse

In the event of an impasse (the failure to agree on a new MOU after the express term of the existing MOU has expired), the parties may agree on mediation pursuant to the procedure outlined in Section 16 of Resolution No. 2001-50 or a successor resolution. Upon request by the Association the parties will engage in non-binding fact finding pursuant to State law.

I. Definitions

For the purposes of this MOU these terms shall have the following meanings:

1. The term "member" or "NBFMA member" shall mean all persons within classifications represented by NBFMA.

2. The term "staff employee" shall mean any NBFMA member who is assigned to work a 40-hour work week.

3. The term "line employee" shall mean any NBFMA member assigned to work an average 56-hour workweek in 24-hour shift increments.

4. The term "Municipal Fire Departments in Orange County" or "Municipal Fire Departments" shall mean all City operated Fire Departments and the Orange County Fire Authority.

5. The term "safety members" shall refer to employees represented by the NBFMA ~~members~~ in the Battalion Chiefs and the Administrative Division Chief classifications ~~positions~~.

6. The term "non-safety members" shall refer to employees represented by the NBFMA ~~members~~ in the Fire Marshal and EMS Division Chief classifications ~~positions~~.

## 2 SECTION 2. COMPENSATION

### A Salary

1. Guaranteed Salary

The salary for the position of Fire Battalion Chief shall maintain at least a ~~9.5%~~ 12.5% salary differential between the top step of Fire Captain and the bottom step of the Fire Battalion Chief. Adjustments to the salary of Battalion Chief shall be reflected in corresponding adjustments to other positions represented by NBFMA necessary to maintain the salary differentials listed in Exhibit A

2. Salary Adjustments - this MOU Period

Base salary increases for all NBFMA represented classifications shall be as follows and as specified in Exhibit A:

1) *Safety Classifications:*

a) *Effective July 12, 2025 ~~the first day of the full payday period following the adoption of this MOUJuly 1, 2022~~5, there shall be a base salary increase of seven percent (7.0%) ~~four~~two ~~percent (4~~2.0%) for all Safety classifications in the bargaining unit. This salary increase includes the 3.0% salary increase scheduled for the beginning of the pay period following July 1, 2025 in the preceding MOU and an additional non-compounding four percent (4.0%) salary increase. ~~Individuals must be employed by the City on the first day of the pay period following City Council adoption to qualify for retroactive payment of the COLA.~~*

b) *Effective the first* day of the pay *period following July 1, 202~~3~~6, there shall be a base salary increase of four~~two~~ percent (~~4~~2.0%) for all Safety classifications in the bargaining unit.*

c) *Effective the first day of the pay period following July 1, 202~~4~~7, there shall be a base salary increase of four~~two~~ percent (~~4~~2.0%) for all Safety classifications in the bargaining unit.*

d) Equity Adjustment:

Effective July 12, 2025, ~~the first first full payday period following the adoption of this MOUJuly 1, 2025,~~ all Safety classifications ~~members~~ in the bargaining unit shall receive a two percent (2.0%) equity adjustment to base salary. This increase shall not compound with the simultaneous base salary increase provided above in Section 2.1.a.~~2.A.1~~.

2) *Non-Safety Classifications:*

a) Effective July 12, 2025, there shall be a base salary increase of four percent (4.0%) for all Non-Safety classifications in the bargaining unit.

b) Effective the first day of the pay period following July 1, 2026, there shall be

a base salary increase of four percent (4.0%) for all Non-Safety classifications in the bargaining unit.

~~3)~~c) Effective the first day of the pay period following July 1, 2027, there shall be a base salary increase of four percent (4.0%) for all Non-Safety classifications in the bargaining unit.

B. Salary Differential

*The Battalion Chief assigned as the Staff ~~Battalion Chief~~Division Chief of Administrative Services shall receive an additional 7. 5% of base pay over Battalion Chiefs while assigned to that position. Assignment as a ~~Staff Battalion Chief~~Staff Division Chief of Administrative Services ~~-~~is typically for 2 years , unless ~~extended~~ altered by the Fire Chief. Designation as ~~aassignment to the~~ Staff Division Chief of Administrative Services ~~Staff Battalion Chief~~ does not trigger a property interest in the position and removal from the position does not trigger any right of appeal. Line Battalion Chiefs who are assigned to modified or light duty assignments are not eligible for this pay.*

C. Overtime - Hours Worked

1. The City and Association agree that all unit classifications are properly exempted from the overtime provisions of the Fair Labor Standards Act. However, NBFMA members may be required to work additional floor shifts in excess of their regular work schedule . Off-duty employees in Safety ~~in the Battalion Chief or Division Chief of Administrative Services~~ classifications who are assigned by the Fire Chief or designee to additional fire suppression work shifts for an emergency assignment, or to replace another Battalion Chief who is on an approved leave, will receive overtime pay equal to one -and -one-half times' the covering employee's base rate of pay.

   Use of Flex Leave, Comp Time, or other paid leaves are not considered hours worked for the purpose of determining overtime eligibility. Regular staff meetings or other assignments will not be eligible for overtime at the 1½ rate and shift exchanges between employees in Safety classifications ~~two Battalion Chiefs~~ do not qualify for overtime compensation.

   Non-Safety Members represented by this bargaining unit are not eligible for overtime compensation.

2. Strike Team Actions. In the event that a Unit Safety employee is assigned to provide fire suppression services as part of a regional, state, or federal strike team organized by State or Federal officials and when all of the below ~~C~~conditions exist, that Unit employee shall be paid at the time and one-half (1½) 56-hour rate. The conditions are:

   A. The Unit employee is working outside of his or her regularly scheduled hours;
   B. The Strike Team is operating outside of the city limits;
   C. The Unit employee is on duty on the Strike Team for more than eight (8) hours;
   D. A disaster declaration has been approved by the State or Federal

government for the fire suppression action; and

E. The costs for these overtime hours are specifically authorized for reimbursement by the state or federal government.

3. Compensatory Time. In lieu of overtime, Safety members may elect to accrue compensatory time off. Compensatory time off is provided per this MOU, and not pursuant to the Fair Labor Standards Act. Staff personnel may accrue a maximum of 120 hours. Line personnel may accrue a maximum of 196 hours. The provisions for accrual and use of compensatory time shall be provided in the Fire Department Standard Operating Procedure.

~~3.~~4. Non-Safety members are not eligible to accrue comp time.

~~4.~~5. All other overtime not specified above will be at the straight time rate.

D. Required Uniform

City shall pay the entire cost of providing NBFMA member with each component of the required NBFD uniform. The required NBFD uniform includes shoes, badges and insignias, uniform pants, uniform shirts, uniform jackets and liner, belts, sweatshirt, and turnout safety clothing. City shall not be responsible for providing employee with socks, underwear, cap or workout shoes, or other clothing.

PERS Reporting of Uniform Allowance - To the extent permitted by law, the City shall report to the California Public Employees' Retirement System (CalPERS) the uniform allowance *of $1,519 annually, paid biweekly,* for each Safety~~sworn~~ classification as special compensation in accordance with Title 2, California Code of Regulation, Section 571(a)(5). Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act (PEPRA) of 2013, the uniform allowance will not be reported as pensionable compensation to CalPERS.

The parties agree the reported value of uniforms is intended to reflect clothing such as pants, shirts, jackets, and related attire and excludes health and safety related equipment, including safety boots and turnout gear.

E. Scholastic *Achievement/Certificate* Pay

NBFMA members are entitled to additional compensation contingent upon scholastic/certificate achievement ("Scholastic/Certificate Achievement Pay"). NBFMA members may apply for increases pursuant to this Section when eligible and scholastic/certificate achievement pay shall be included in the member's paycheck for the pay period immediately after approval by the Fire Chief. It is the responsibility of the NBFMA member to apply for Scholastic/Certificate Achievement Pay. Approval of the member's application shall not be unreasonably withheld or delayed, and the member shall not be entitled to receive scholastic/certificate achievement pay prior to the date the application is approved even though the member may have been eligible prior to approval.

NBFMA members shall receive scholastic achievement/certificate pay in accordance with the City's evaluation and approval process for degrees and/or coursework awarded by

accredited community colleges, state colleges , universities or other approved institutions as follows:

1. Scholastic Achievement

| Degree | Scholastic Pay Percentage |
|---|---|
| BA/BS | 5.5% of base pay |
| *MA/MS/JD* | 7.0% of base pay |

Scholastic Achievement pays are not cumulative (e.g., employees with a BA *and* MA will receive a total of 7.0% of base pay).

2. Certificate Pay

| Coursework | Compensation |
|---|---|
| Certified Chief Fire Officer | 3.0% of base pay |
| *Certified* Strike Team Leader | $100 per month |

The parties agree that to the extent permitted by law, the Scholastic *Achievement/Certificate* pay in this section is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571(a)(2) *and 571. 1(b)(2)* Educational Incentive Pay.

F. Bilingual Pay

Employees certified as bilingual (Spanish) shall be eligible to receive one hundred fifty ($150 .00) dollars per month ($69.23 per pay period) in bilingual pay. The certification process will confirm that employees are fluent at the street conversational level in speaking, reading and writing Spanish . Employees shall receive bilingual pay the first full pay period following certification.

Additional languages may be certified for compensation pursuant to this section by the Fire Chief.

The parties agree that to the extent permitted by law, the bilingual pay in this section is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR , Section 571(a)(4) *and 571.1(b)(3)* Bilingual Premium .

G. Court Standby Pay

NBFMA members who , pursuant to subpoena compelling attendance to testify to acts, observations , or omissions occurring in the course and scope of employment or at the direction of their supervisor, are required , while off-duty, to remain within a certain response time from court, shall be considered to be on "court standby time" and shall receive four hours of pay for each eight hours of court standby time. NBFMA members shall, when required to appear in court pursuant to a subpoena or the direction of their supervisor to testify at to matters relating to their employment with the City , be considered to be on duty and shall be paid accordingly. Members shall remit all witness fees received for testifying or appearing on any matter for which the member is eligible to receive court standby time .

H. Longevity Pay for Safety Members

Effective July 12, 2025, qualified Safety Members shall receive Longevity Pay for years of service with the City of Newport Beach as follows:

| **Completed Years of Service** | **Longevity Pay** |
|---|---|
| 16 years but less than 20 | 5% of base salary |
| 20 years and over | 10% of base salary |

These pays are not cumulative (e.g. at 20 years, total longevity pay shall be 10%). The parties agree that to the extent permitted by law, Longevity Pay is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571(a)(1) and 571.1(b)(1).

~~H. Compaction Adjustment~~

~~Effective July 1, 2017 , the Battalion Chief salary range was adjusted by 3.0% to address~~

~~compaction between Fire Captain and Battalion Chief~~ .

## 3 SECTION 3. LEAVES

A. Flex Leave- Safety Members ~~Sworn Members~~

NBFMA Safety members shall accrue flex leave as follows.

| Years of Continuous Service | LINE EMPLOYEES | | STAFF EMPLOYEES | |
|---|---|---|---|---|
| | Accrual Hours/Pay Period | Maximum Accrual | Accrual Hours/Pay Period | Maximum Accrual |
| Less than 5 | 9.77 | 508.04 | 6.97 | 362.44 |
| 5 but less than 9 | 10 .69 | 555.88 | 7.63 | 396 .76 |
| 9 but less than 12 | 11.62 | 604.24 | 8.33 | 433.16 |
| 12 and over | 12.54 | 652 08 | 8.95 | 465.40 |

1. The Flex leave program shall be administered as follows:

   a. Newly hired NBFMA members shall not accrue flex leave until continuously employed by the Newport Beach Fire Department for a period of three (3) months provided, however, if a member in the flex leave program becomes sick during the first three months of employment , the City will advance up to three (3) months of accrual for line employees (63.50 hours) / staff employees (45.30 hours) for use by the member to recover from illness.

   In the event the City advances paid leave time and the employee is terminated or resigns before completing three months of continuous employment, the member's final check shall be reduced by an amount equal to the number of flex leave hours advanced multiplied by the member's hourly rate of pay.

   b. Newly hired NBFMA members shall accrue three (3) months of flex leave [line employees (63.50 hours)/ staff employees (45.30 hours)] immediately upon completing three (3) months continuous employment with the Newport Beach Fire Department , provided however, this amount shall be reduced by any flex leave time advanced during the first three months of employment.

   c. Earned flex leave in excess of the maximum permitted will be paid bi-weekly at the member's hourly rate of pay ("Spillover Pay"). NBFMA members may not elect to buy down accrued Flex Leave below the current threshold for payment unless, during the twelve months preceding the election, the member has taken at least ninety-six (96) hours of paid leave if a line employee and eighty (80) hours of paid leave if a staff employee.

   Employees shall have the option of converting accrued Flex Leave to cash on an hour for hour basis subject to the following : On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out accrued flex leave which will be earned in the following calendar year. The employee can elect to receive the cash out in the pay period which includes June 30 and the pay period

which includes December 15 for those Flex Leave benefits that have been earned during that portion of the year. In no event shall the flex leave balance be reduced below what each employee can accrue for fifty-two pay periods. However , in no event shall the flex leave balance be reduced below what each employee can accrue for fifty-two pay periods.

d. All requests for scheduled flex leave shall be submitted to appropriate department personnel. In no event shall a member take or request flex leave in excess of the amount accrued.

e. Members shall be paid for all accrued flex leave at their current hourly rate of pay upon termination.

~~Concurrent with the July 1, 2017, 3% compaction salary range adjustment as stated in Section 2, G, the Longevity Pay incentive program in Section 3, A, 1 was eliminated for all members.~~

B. Flex Leave – Non-Safety ~~m~~Members

Regular full-time Non-Safety employees in the ~~Administrative Management, Administrative Management-Safety,~~ Division Management ~~and Confidential~~ category~~ies~~ enrolled in the flex leave program will accrue leave according to the below.

| Years of Continuous Service | Hours Accrued per Pay Period | Annual Hours | Maximum Allowable Balance |
|---|---|---|---|
| 1 but less than 5 | 6.00 | 156.00 | 468.00 |
| 5 but less than 9 | 6.61 | 171.86 | 515.58 |
| 9 but less than 12 | 7.23 | 189.98 | 563.94 |
| 12 but less than 16 | 8.15 | 211.90 | 635.70 |
| 16 but less than 20 | 8.77 | 228.02 | 684.06 |
| 20 but less than 25 | 9.38 | 243.88 | 731.64 |
| 25 and over | 10.00 | 260.00 | 780.00 |

1. Limit on Accumulation and Spillover:

a. ~~Spillover:~~ Employees hired prior to July 1, 1996 shall be paid for accrued Flex leave in excess of the employee's maximum accrual rate (spillover) provided that they utilized at least 80 hours Flex leave the previous calendar year. Employees with 16 or more years of continuous service are required to use 120 hours of Flex leave the previous calendar year.

b. ~~Limit on Accumulation~~ Employees first hired, or rehired by the City subsequent to

July 1, 1996, shall not be eligible for Flex leave spillover pay and shall not be entitled to accrue Flex leave in excess of the Flex leave accrual threshold.

Holiday Time

2. Holiday In Lieu Pay~~Accrual~~ —Safety Members

The provisions of this subsection shall apply to all NBFMA Safety members on a pro-rata basis. All NBFMA Safety members work in positions that must work without regard for holidays. Thus in lieu of the holidays identified below, effective July 12, 2025, Safety Line employees shall receive holiday in lieu pay equal to the value of 7.38 hours per pay period and Safety Staff ~~, thus who are line employees shall accrue holiday time at the rate of 7.38 hours per pay period. NBFMA who are staff~~ employees shall receive holiday in lieu pay equal to the value ~~accrue holiday time at the rate~~ of ~~3.96~~ 5.26 hours per pay period.

~~All employees including Staff Employees shall receive their holiday time in pay.~~ Holiday pay shall be paid bi-weekly with the regular check. The parties agree, to the extent permitted by law, the compensation in this section is special compensation for those employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) *and 571.1(b)(4)* Holiday Pay.

~~3. Safety members assigned to Staff Employees~~

~~Safety members assigned to staff positions~~~~Staff Employees may be required to take specified City holidays off, in the sole discretion of the Fire Chief. Time will be charged against the employee's flex leave bank.~~

3. Accrual – Non-Safety Members

The following days shall be observed as paid holidays (i.e., employees shall have the day off with pay). With the exception of the "floating holiday" (where the employee chooses the day off), employees who are required to work on the holiday will receive their pay for the holiday and either pay or flex leave for the number of hours worked on the holiday.

| | |
|---|---|
| *New Year's Day* | *January 1* |
| *Martin Luther King Day* | *January – 3rd Monday* |
| *Washington's Birthday* | *February – 3rd Monday* |
| *Memorial Day* | *May – Last Monday* |
| *Floating Holiday** | *July 1* |
| *Independence Day* | *July 4* |
| *Labor Day* | *September – 1st Monday* |
| *Veterans Day* | *November 11* |
| *Thanksgiving Day* | *November – 4th Thursday* |
| *Friday After Thanksgiving* | *November – 4th Friday* |
| *Christmas Eve* | *December 24 (last ½ of workday)* |

| | |
|---|---|
| *Christmas Day* | *December 25* |
| *New Year's Eve* | *December 31 (last ½ of workday)* |

*The floating holiday (eight (8) hours of holiday leave) is awarded on July 1. The hours are added to the employees' Flex Leave account.

*Holidays are paid based on the employee's regular workday schedule. For example, if an employee is on a 9/80 schedule and the holiday is observed on a day that the employee is regularly scheduled to work nine hours, the employee is entitled to receive nine hours of holiday pay. However, if an employee is on a 9/80 schedule and the holiday is observed on a day that the employee is regularly scheduled to work eight hours, the employee is eligible to receive eight hours of holiday pay.*

*Holidays listed above (except the floating holiday) occurring on a Saturday shall be observed the preceding Friday. Holidays occurring on a Sunday shall be observed the following Monday. (Half day holidays shall be observed prior to the observed holiday).*

*Holiday pay will be paid only to employees who are in paid status on the scheduled day before and scheduled day after a holiday or are on authorized paid leave (e.g. paid leave that has been reviewed and approved by the Department Director).*

B. Bereavement Leave

Bereavement leave shall be defined as "the necessary absence from duty by an employee because of a death or terminal illness in his/her immediate family ." Staff employees shall be entitled to-) forty (40) hours of Bereavement Leave per event while Line Employees shall be entitled to ninety (90) hours of Bereavement Leave per event (terminal illness followed by death is considered one event). Leave hours need not be used consecutively, but should occur in proximate time to the occurrence but no more than 90 days from the date of the death of the family member. Exceptions to the 90 day requirement may be made at the sole discretion of the Fire Chief. Bereavement leave shall be administered in accordance with the provisions of the Employee Policy Manual. For the purpose of this section immediate family shall mean an employee 's father, stepfather , mother, stepmother, brother , sister, wife, husband, registered domestic partner, child, step-child, grandchild, or grandparent, and the employee 's spouse/domestic partner's mother, father, brother , sister , child, grandchild, or grandparent. An employee requesting bereavement leave shall notify his/her supervisor as soon as possible of the need to take leave.

*C. Reproductive Loss Leave*

*Eligible employees are entitled to five unpaid days for each reproductive loss event. Multiple reproductive loss events are covered, up to a maximum of 20 days of reproductive loss leave within a twelve-month period.*

~~C.~~D. Jury Duty

Employees who are summoned to perform jury service shall be entitled to their regular compensation while serving; provided the fees, except mileage and subsistence allowance, if any, which they receive as jurors, are remitted to the City.

If an employee calls in at night and finds out that he/she must report to jury duty the next day (and is scheduled to be working that day as part of a regular shift or on an overtime basis) he/she must contact his/her supervisor as soon as possible so that coverage can be arranged for his/her shift.

~~D.~~E. Family Sick Leave

Unit employees shall be entitled to use their annual leave accrual as set forth in Labor Code section 233.

~~E.~~F. Workers' Compensation Leave

The City will comply with the provisions of Labor Code section 4850 for workers' compensation claims.

~~F.~~G. Reassignment – Safety Members

In the event a Safety line employee is reassigned to a Safety staff position, or a Safety staff employee is reassigned to a Safety line position, the City shall automatically convert the Flex Leave, Bereavement Leave and other benefits from the position previously held to the newly assigned position provided. ~~With the exception of Holiday Time, T~~the ratio for conversion of Safety staff employee benefits to Safety line employee benefits shall be 7/5 and the ratio for converting line employee benefits to staff employee benefits shall be 5/7.

~~G.~~H. Early Relief

The parties acknowledge Department of Labor regulation, 29 CFR section 553.225 that provides:

> "It is a common practice among employees engaged in fire protection activities to relieve employees on the previous shift prior to (between the hours of0600 and 0800) the scheduled starting time. Such early relief time may occur pursuant to employee agreement, either expressed or implied. This practice will not have the effect of increasing the number of compensable hours of work for employees employed under section 7(k) where it is voluntary on the part of the employees and does not result, over a period of time, in their failure to receive proper compensation for all hours actually worked. On the other hand, if the practice is required by the employer, the time involved must be added to the employee's tour of duty and treated as compensable hours of work."

The parties acknowledge that if there is early relief, the City does not require it. The Association agrees that it will advise the Human Resources Director in writing if at any time in the future it learns or believes that the City is requiring early relief. If that occurs, early relief will immediately end.

I. Non-Accruing Leave Bank for Safety Line Employees

~~Line~~ Safety Line employees shall receive forty-eight (48) hours annually of paid leave in the pay period beginning July 12, 2025 ~~in the first full pay period following adoption of this MOU~~, and in subsequent years, in the pay period which includes July 1. The hours do not accrue, have no cash value, cannot be transferred to any other leave bank and must be used by the pay period before the pay period which includes July 1, at which time any remaining hours will ~~be~~ be ~~forfeited~~ depleted. Use of NAL is subject to supervisory approval.

J. ADMINISTRATIVE LEAVE – Non-Safety Employees

Non-Safety employees who are exempt from overtime, Administrative Leave may be granted, for a minimum of 8 hours and a maximum of 80 hours, as recommended by the Department Director with the approval of the City Manager. The determination as to how much Administrative Leave will be granted will be based upon the number of overtime hours normally worked each year by the individual exempt employee. Administrative Leave does not accrue and therefore has no cash value. As such, it cannot be carried over from year to year.

## 4 SECTION 4. FRINGE BENEFITS

### A Insurance

1. Benefits Information Committee

The City has established a Benefits Information Committee (BIC) composed of one representative from each employee association and up to three City representatives. The Benefits Information Committee has been established to allow the City to present data regarding carrier and coverage options, the cost of those options, appropriate coverage levels and other health programs . The purpose of the BIC is to provide each employee association with information about health insurance/programs and to receive timely input from associations regarding preferred coverage options and levels of coverage.

2. City Contribution

The City has implemented an IRS qualified Cafeteria Plan. In addition to the amounts listed below, the City shall contribute the minimum CalPERS participating employer's contribution towards medical insurance. Employees shall have the option of allocating Cafeteria Plan contributions towards the City's existing medical, dental and vision insurance/programs, provided that any cash-out option complies with IRS Section 125 requirements~~-~~. The City and NBFMA will cooperate in pursuing additional optional benefits to be available through the Cafeteria Plan.

Employees shall be allowed to change coverages in accordance with plan rules and during regular open enrollment periods.

*Effective July 12, 2025, ~~July 1, 2025, T~~the City's contribution towards the Cafeteria Plan is ~~$1,824.0 0~~ $2,224 (plus the minimum Ca/PERS participating employee 's contribution).*

Unit members who do not enroll in any health care plan offered by the City must provide proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California) and execute an opt out agreement releasing the City from any responsibility or liability to provide health care insurance coverage, on an annual basis.

Employees hired as full-time City employees prior to June 22, 2019 who elect to opt out of medical coverage offered by the City because they have provided proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California) will receive $1,000.00 per month in taxable cash. ~~For these same employees, if they elect medical coverage and spend less than the City contribution provided above, those unused cafeteria plan funds shall be paid bi-weekly to the employee as taxable cash.~~ For such employees, if they elect medical coverage and spend less than $1924.00 (plus the minimum CalPERS participating employer's contribution) of the City contribution provided above, the difference shall be paid bi-weekly to the employee as taxable cash.

Employees hired as full-time City employees on or after June 22, 2019 who elect to opt out of medical coverage offered by the City because they have provided proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California) shall receive $500.00 per month in taxable cash. For these same employees, if they elect medical coverage and spend less than the City contribution provided above, there shall be no cash back provided.

~~*If, prior to June 20, 2026, a court of competent jurisdiction or formal legal opinion determines that the City's cafeteria benefit plan is a bona fide plan such that the City's contributions towards medical premiums will not be included in the employee's regular rate of pay under the Fair Labor Standards Act, the City will increase the monthly contribution towards the Cafeteria Plan by a total of $200 over the remaining term of the agreement. The $200 will be prorated annually over the remaining term of the agreement , beginning with the first day of the month following the day it becomes bona fide.*~~

~~*Example:*~~

~~*If the cafeteria benefit plan becomes bona fide at the beginning of the third year of the agreement , the City will increase the monthly contribution by $100 per month in January of Year 3 and by an additional $100 per month (total $200) in January of Year 4. If the cafeteria benefit plan becomes bona fide at the beginning of the second year of the agreement, the $200 will be spread evenly over the remaining three years of the agreement , or at $67 per month in Year 2, another $67 per month in Year 3 and another $67 per month in Year 4. If the City's cafeteria benefit plan is not*~~

~~*determined to be a bona fide plan as outlined above by a court of competent jurisdiction or formal legal opinion prior to June 30, 2026, this paragraph will become ineffective and the City's obligation to increase the cafeteria contribution by $200 will cease on June 30, 2026.*~~

3. Dental Insurance

The existing or comparable dental plans shall be maintained as part of the City's health plan offerings as agreed upon by the Benefits Information Committee.

4. Vision Insurance

The existing or a comparable vision plan shall be maintained as part of the City's health plan offerings as agreed upon by the Benefits Information Committee .

B. Additional Health Insurance/Programs

1. IRS Section 125 Flexible Spending Account

Section 125 of the Internal Revenue Code authorizes an employee to reduce taxable income for payment of allowable expenses such as child care and medical expenses . The City shall maintain a "reimbursable account program" in accordance with the provisions of Section 125 of the Internal Revenue Code, pursuant to which an Association member may request that medical, child care and other eligible expenses be paid or reimbursed by the City out of the employee's account. The ~~base~~ salary of the employee will be reduced by the amount designated by the employee for reimbursable expenses.

2. Disability Insurance

The City shall provide Short -Term (STD) and Long-Term (LTD) disability insurance to all regular full time employees with the following provisions :

| | Short-Term Disability | Long-Term Disability |
|---|---|---|
| Benefit Amount | 66.67% of covered wages | 66.67% of covered wages |
| Maximum Benefit | $1,846 weekly | $15,000 monthly |
| Waiting Period | 30 calendar days | 180 calendar days |

Employees shall not be required to exhaust accrued paid leaves prior to receiving benefits under the disability insurance program. Employees may not supplement the disability benefit with paid leave once the waiting period has been exhausted.

~~Employees shall pay one percent (1%) of base salary as a post-tax deduction for this benefit. *Effective the first premium payment following the City Council adoption of the MOU in Fisc al Year 2022-23, the City will no longer require unit members to pay one percent (1%) of* base salary for this benefit and this Paragraph shall be deleted.~~

3. Life Insurance

The City shall provide life insurance for all full-time employees in $1 ,000 increments

equal to one times the employee's annual salary up to a maximum benefit of $50,000 . At age 70 the City -paid life insurance is reduced by 50% of the pre-70 amount. This amount remains in effect until the employee retires from City employment. Employees may also purchase supplemental life insurance at their own cost.

C. Employee Assistance Program

City shall provide an Employee Assistance Prog ram (EAP) for Association members through a properly licensed provider. Association members and their family members may access the EAP subject to provider guidelines.

D. PERS Retirement Benefits

1. Retirement Formula

The City contracts with the California Public Employees' Retirement System ("CalPERS" or "PERS") to provide retirement benefits for its employees. Pursuant to prior agreements and state mandated reform , the City has implemented first, second and third tier retirement benefits as follows:

Tier I: For e~~E~~mployees hired by the City on or before November 23, 2012 , the retirement formula for safety members shall be 3%@50 and the retirement formula for non-safety members shall be 2.5%@55, calculated on the basis of the highest consecutive 12 month period selected by the employee.

Tier II: For classic members (as defined in the Public Employees' Pension Reform Act) employees first hired by the City on or after November 24, 2012, and who are not new members as defined in Government Code Section 7522.04(f), the retirement formula for safety members is 2%@50 and the retirement formula for non-safety members shall be 2%@60. For these same employees, final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 20037.

Tier III ("PEPRA"): For employees first hired by the City on or after January 1, 2013, who are new members as defined in the Public Employees' Pension Reform Act, the retirement formula for safety members shall be 2.7%@57 and the retirement formula for non-safety members shall be 2%@62 provided for by the Public Employees' Retirement Law at Government Code section 7522.25(d).

For these same employees, final compensation will be based on the highest annual average pensionable compensation during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).

2. Employee Contributions

Unit members shall contribute amounts toward the PERS retirement benefit, to the extent permissible by law, as set forth below. Should any such provision be deemed invalid, the City and Association agree to meet for the purpose of renegotiating employee retirement contributions or other equivalent economic adjustments.

Employee retirement contributions that are in addition to the normal PERS Member Contribution shall be made in accordance with Government Code §20516(f) and calculated on base pay, special pays , and other pays ~~normally~~ reported as pensionable compensation or compensation earnable, and will be made on a pre-tax basis through payroll deduction, to the extent allow able by the Internal Revenue Code.

a. Safety Members

Tiers I and II:

*All* members in Tier I and II shall contribute the full statutory member contribution equal to 9% of compensation earnable plus an additional 4.5% of compensation earnable of the Employer rate for a total contribution of 13.5% of compensation earnable.

Tier III:

The normal member contribution rate for Tier III members is 50% of the total normal cost and is calculated annually for possible adjustments, as provided in the PERS valuations.

Tier III unit members will contribute the full statutory member contribution. If that rate is less than 13.5% of pensionable compensation these employees will contribute an additional percentage of pensionable compensation of the Employer rate to achieve a total contribution of 13.5% of pensionable compensation.

b. Non-Safety Members

Tier I:

~~iEffective the pay period period beginning that includes January 1, 2023,~~ Tier I Employees shall contribute 11.5% of compensation earnable as follows: 8% as the statutory member contribution, 2.42% as cost sharing per Government Code section 20516(a) and 1.08% of compensation earnable as cost sharing per Government Code section 20516(f).

Tier II:

~~Effective the pay period that includes January 1, 2023,~~ Tier II Employees shall contribute 11.5% of compensation earnable as follows: 7% as the statutory member contribution and 4.5% of compensation earnable as cost sharing per Government Code section 20516(f).
~~11.513.0% as cost sharing per Government Code section 20516(f) to achieve a~~

~~total contribution of 11.513.0% of pensionable compensation.~~

~~Effective the pay period that includes January 1, 2023, t~~The minimum statutory employee contribution for employees in Tier III is subject to the provisions of PEPRA and equals 50% of the "total normal cost". Tier III employees shall make an additional contribution of pensionable compensation toward retirement pursuant to Government Code section 20516(f), for a total employee contribution that is no less than 11.5% of pensionable compensation (i.e., Tier III employees pay the greater of 11.5% or 50% of the "total normal cost").

3. The City's contract with PERS shall also provide for:

   a. The military buy-back provisions pursuant to Section 20930.3 of the California Government Code and the highest year benefit pursuant to Section 20042 .

   b. The Level 4 1959 Survivors Benefits.

   c. The pre-retirement option settlement 2 death benefit (Section 21548).

E. Defined Contribution Plan

To the extent allowed by PERS, the IRS and other applicable regulatory agencies and laws, unit members who shall be enrolled in the 2%@ 50 retirement formula or 2.7% @ 57 formula, shall be eligible to participate in a defined contribution plan to be administered by the City or its designee in accord with said regulatory agency regulations and laws. The defined contribution plan shall be funded by allowing each affected employee to contribute a percentage of base salary each payroll period. The City shall match any such employee contributions up to a maximum of 1.5% of base salary. The employee only contributions shall be deemed fully vested at the time of its deposit. The employer only matching contribution shall vest upon a PERS retirement being implemented as follows: 100% - age 55+; 80% - age 54; 60% - age 53, 40% - age 52; 20% - age 51.

F. Retiree Medical Benefit

1. Background

In 2005 , the City and all Employee Associations agreed to replace the previous "defined benefit" retiree medical program with a new "defined contribution" program . The process of fully converting to the new program will be ongoing for an extended period. During the transition , employees and (then) existing retirees have been administratively classified into one of three categories . The benefit is structured differently for each of the categories. The categories are as follows:

   a. Category 1 - Employees newly hired on or after January 1, 2006.
   b. Category 2 - Active employees hired prior to January 1, 2006, whose age plus years of service as of January 1, 2006 was less than 50 (46 for public safety employees).

c. Category 3 - Active employees hired prior to January 1, 2006, whose age plus years of service was 50 orgreater (46 for public safety employees) as of January 1, 2006.

2. Program Structure

This is an Integral Part Trust (IPT) Retiree Health Savings Plan ("RHS", formerly the MERP plan):

a. For employees in Category 1, the program is structured as follows:

Each employee will have an individual RHS account for bookkeeping purposes, called his or her "Employee Account." This account will accumulate contributions to be used for health care expenses after separation. All contributions to the plan are either mandatory employee contributions or City paid employer contributions, so they are not taxable to employees at the time of deposit. Earnings from investment of funds in the account are not taxable when posted to the account. Benefit payments are not taxable when withdrawn, because the plan requires that all distributions be spent for specified health care purposes.

Contributions will be in three parts.

Part A contributions (mandatory employee contributions): 1% of Salary.

Part B contributions (employer contributions): $2.50 per month for each year of service plus year of age (updated every January 1st based on status as of December 31st of the prior year).

Part C contributions (leave settlement as determined by Association):

The Association will determine the level of contribution for all employees it represents, subject to the following constraints. All employees within the Association must participate at the same level. The participation level should be specified as a percentage of the leave balance on hand in each employee's leave bank at the time of separation from the City.

For example, if the Association wishes to specify 50% of the leave balance as the participation level, then each member leaving the City, or cashing out leave at any other time, would have the cash equivalent of 50% of the amount that is cashed out added to the RHS, on a pre-tax basis. The remaining 50% would be paid in cash as taxable income. Individual employees would not have the option to deviate from this breakout.

The Association has decided to participate in Part C contributions at the level of zero percent (0%) Flex. This amount may be changed, on a go forward basis, as part of a future meet and confer process. However, the participation level must be the same for all employees within the Association. Additionally , the purpose and focus of these changes should be toward long-term, trend type adjustments. Due to IRS restrictions regarding "constructive receipt," the City will impose restrictions against frequent spikes or drops that appear to be tailored toward satisfying the

desires of a group of imminent retirees.

Spillover pay and Compensatory Time are not eligible for Part C contributions.

Nothing in this section restricts taking leave for time off purposes.

Part A contributions may be included in PERS compensation . Part B and Part C contributions will not be included in PERS compensation .

Part A contributions begin upon enrollment in the program and are credited to each RHS Employee Account each pay period. Eligibility for Part B contributions is set at five years of vested City employment (i.e. five years at full time status). At that time, the City will credit the first five years ' worth of Part B contributions into the Employee Account (interest does not accrue during that period). Thereafter, contributions are made bi-weekly. Part C deposits , if any, will be made at the time of employment separation.

Each Employee has a right to reimbursement of medical expenses (as defined below) from the Plan until the Employee Account balance is zero. This right is triggered upon separation. If an employee leaves the City prior to five years of employment, only the Part A contributions and Part C leave settlement contributions, if any, will be in the RHS Employee Account. Such an employee will not be entitled to any Part B contributions . The exception to this is a full-time employee , participating in the program, who leaves the City due to industrial disability during the first five years of employment. In such cases , the employee will receive exactly five years' worth of Part B contributions , using the employee's age and compensation at the time of separation for calculation purposes. This amount will be deposited into the employee's RHS account at the time of separation.

Distributions from RHS Employee Accounts are restricted to use for health insurance and medical care expenses after separation, as defined by the Internal Revenue Code Section 213(d) (as explained in IRS Publication 502), and specified in the Plan Document. In accordance with current IRS regulations and practices, this generally includes premiums for medical insurance, dental insurance , vision insurance, supplemental medical insurance , long term care insurance, and miscellaneous medical expenses not covered by insurance for the employee and his or her spouse and legal dependents - aga in only as permitted by IRS Publication 502 . Qualification for dependency status will be determined by guidelines in IRC 152. If used for these purposes, distributions from the RHS accounts will not be taxable . Cash withdrawal for any other purpose is prohibited. Under recent IRS Revenue Ruling 2005-24, any balance remaining in the Employee Account after the death of the employee and his or her spouse and/or other authorized dependents (if any) must be forfeited. That particular RHS Employee Account will be closed, and any remaining funds will become general assets of the plan.

The parties agree that the City's Part B contributions during active employment constitute the minimum CalPERS participating employer's contribution (i.e., the CalPERS statutory minimum amount) towards medical insurance after retirement. The parties also agree that, for retirees selecting a CalPERS medical plan, or any other plan with a similar employer contribution requirement, the required City contribution will be withdrawn from the retiree's RHS account.

b. For employees in Category 2, the program is the same as for those in Category 1, with the following exception :

In addition to the new plan contributions listed above, current employees who fully convert to the new plan will also receive a one-time City contribution to their individual RHS accounts that equates to $100 per month for every month they contributed to the previous "defined benefit" plan, to a maximum of 15 years (180 months). This contribution will be made only if the employee retires from the City and at the time of retirement. No interest will be earned in the interim.

Employees in Category 2 who had less than five years' service with the City prior to implementation of the new program will only receive Part B contributions back to January 1, 2006 when they reach five years total service.

c. For employees in Category 3, the program is the same as for those in Category 2, with the following exception:

For employees in this category, the City will make no Part B contributions while the employees are still in the active work force. Instead, the City will contribute $400 per month into each of their RHS accounts after they retire from the City, to continue as long as the employee or spouse is still living.

Each employee will contribute a flat $100 per month to the plan for the duration of their employment to partially offset part of this expense to the City. The maximum benefit provided by the City after retirement is $4,800 per year, accruing at the rate of $400 per month. There is no cash out option for these funds, and they may not be spent in advance of receipt.

Employees in this category will also receive an additional one-time City contribution of $75 per month for every month they contributed to the previous plan prior to January 1, 2006, up to a maximum of 15 years (180 months). This contribution will be made to the RHS account at the time of retirement , and only if the employee retires from the City . No interest will be earned in the interim.

3. Administration

Vendors have been selected by the City to administer the program. The contract expense for program -wide administration by the vendor will be paid by the City. However, specific vendor charges for individual account transactions that vary according to the investment actions taken by each employee, such as fees or commissions for trades , will be paid by each employee.

The City's Deferred Compensation Committee, or its successor committee, will have the authority to determine investment options that will be available through the plan.

G. Deferred Compensation

In the preceding MOU, the following provisions applied only to Safety employees represented by NBFMA. Effective July 12, 2025, the following provisions shall also

apply to Non-Safety employees represented by NBFMA.

Each employee shall have a deferred compensation account set up by the City and subject to the rules of IRS Code section 457 to which s/he may make contributions. The City shall contribute to each employee's deferred compensation account each pay period as follows:

~~1. Effective June 22, 2019, the City shall contribute twenty-one dollars and sixty-seven cents ($21.67) per pay period to each employee's deferred compensation account.~~

~~2. Effective the first day of the pay period which includes July 1, 2020, the City shall contribute an additional twenty-one dollars and sixty-seven cents ($21.67) per pay period to each employee's deferred compensation account for a total of forty-three dollars and thirty-five cents ($43.35) per pay period to each employee's deferred compensation account.~~

~~3.~~1. ~~Effective the first day of the pay period which includes July 1, 2021, the~~ The City shall contribute ~~an additional twenty-one dollars and sixty-seven cents ($21.67) per pay period to each employee's deferred compensation account for a total of~~ sixty-five dollars and two cents ($65.02) per pay period to each employee's deferred compensation account.

Under federal law, there is an annual maximum contribution which may be made to an employee's IRS Code section 457 account. Although the City will be making contributions to employees' accounts each pay period, it is the employees' responsibility to track their total contribution amount. If an employee's account contributions reach the annual 457 maximum, the City will stop making contributions for the remainder of the calendar year and will not owe the employee any additional compensation related to this section.

~~*All bargaining unit employees in paid status for the entirety of the pay period following City Council adoption of the MOU will receive a one-time lump sum deposit of $2,000 into their deferred compensation account. The parties intend and understand that this lump sum payment is non-pensionable and will not be reported to Ca/PERS.*~~

H. Tuition Reimbursement

Maximum tuition reimbursement for NBFMA members shall be $1,500 per fiscal year.

1. College Courses

Subject to the limitation above, NBFMA members attending accredited community colleges, colleges, trade schools or universities may apply for reimbursement of one hundred percent (100%) of the actual cost of tuition, books, fees or other student expenses for approved job-related courses. Reimbursement is contingent upon the successful

completion of the course . Successful completion means a grade of "C" or better for undergraduate courses and a grade of "B" or better for graduate courses . All claims

for tuition reimbursement require the approval of the Human Resources Director.

2. Non-College Courses

Subject to the limitation above, NBFMA members attending job-related classes, courses, and seminars given by recognized agencies, organizations or individuals other than accredited college institutions may apply for reimbursement of one hundred percent (100%) of the actual cost of tuition, parking fees, travel and lodging expenses. Unit members who must stay in lodging to attend such classes, courses or seminars because of their location are required to seek single occupancy governmental rates (at GSA rates) when booking lodging for the class, course or seminar. Reimbursement for more than single occupancy governmental rates will be provided only if such rates are not available and if approved by the Fire Chief.

Job-related courses and seminars will be considered pre-authorized in the following areas: management and supervision, oral and written communications, conflict resolution, fire ground operations, rescue systems, legal issues, media relations , risk management, EMS, health and safety, apparatus operator , auto extrication, fire prevention, arson investigation, and critical incident stress management.

Reimbursement is contingent upon the successful completion of the course. Successful completion means a document or certificate showing successful completion of the class or seminar. All claims for tuition reimbursement require the approval of the Fire Training Chief before submittal to Human Resources.

I. Annual Physical Examinations

All NBFMA members shall participate in the Department Fitness Program as outlined in Department SOP.

J. Physical Conditioning Equipment/Apparel

City shall provide workout apparel for each NBFMA member, to be replaced on an "as needed" basis. NBFMA members shall wear City provided workout apparel when working out on duty.

## 5 SECTION 5. MISCELLANEOUS PROVISIONS

A. Reductions in Force/Layoffs

The provisions of this section shall apply when the City Manager determines that a reduction in the work force is warranted because of actual or anticipated reductions in revenue, reorganization of the work force, a reduction in municipal services, a reduction in the demand for service or other reasons unrelated to the performance of duties by any specific employee. Reductions in force are to be accomplished, to the extent feasible, on the basis of seniority within a particular Classification or Series and this Section should be interpreted accordingly.

1. Definitions

a. "Layoffs" or "Laid off' shall mean the non -disciplinary termination of employment.

b. "Seniority" shall mean the time an employee has worked in a specific Classification within a Series calculated from the date on which the employee was first granted regular status, subject to the following:

i. Credit shall be given only for continuous service (as described in the next paragraph) subsequent to the most recent appointment to regular status in the Classification or Series;

11. Seniority shall include time spent on industrial leave, military leave and leave of absence with pay, but shall not include time spent on any other authorized or unauthorized leave of absence .

iii. For purposes of determining layoffs within any Classification, seniority shall mean the time an employee has worked within any Classification within the Series.

c. "Classification" shall mean one full time position identical or similar in duties and embraced by a single job title authorized in the City budget and shall not include part-time, seasonal or temporary positions. Classifications within a Series shall be ranked according to pay (lowest ranking, lowest pay).

d. Series" shall mean two or more Classifications within a Department which require the performance of similar duties with the higher-ranking Classification(s) characterized by the need for less supervision by superiors, more difficult assignments, more supervisory responsibilities for subordinates.~~In this bargaining unit, there is one "Series" made up of one classification represented by the Association - Fire Battalion Chief~~ .

e. "Bumping Rights", "Bumping" or "Bump" shall mean the right of an employee in a higher Classification who is subject to layoff to displace a less senior employee in a lower Classification within the Series.~~In this bargaining unit, since the Series consists of only one classification (Battalion Chief) "Bumping Rights" , "Bumping" or "Bump" shall mean the right of a Battalion Chief who is subject to layoff to displace a less senior employee in a lower Classification which he/she has held in the Department~~. No employee shall have the right to Bump into a Classification for which the employee does not possess the minimum qualifications such as specialized education, training or experience, provided, however, the City shall allow an employee to become re-certified as an EMT or a paramedic in the event the employee's certification has expired due to promotion to another position. An employee has the right to "Bump" into only those positions the employee has previously held with the Department.

2. Procedures

In the event the City Manager determines to reduce the number of employees within a Classification ~~Battalion Chiefs~~, the following procedures are applicable:

~~Battalion Chiefs~~Employees shall be laid off in inverse order of seniority;

a. An employee subject to a layoff ~~Battalion Chief~~ shall have the right to Bump a less senior employee in a lower ranking Classification which he/she has held within the Department if he/she has more seniority ~~which includes time in class as a Battalion Chief and lower classifications held within the Department~~. An employee who has Bumping Rights shall notify the Department Director within seven (7) working days after notice of layoff of his/her intention to exercise Bumping Rights.

b. In the event two or more ~~Battalion Chiefs~~employees in the same Classification are subject to layoff and have the same seniority, they shall be laid off in inverse order of their position on the eligibility list or lists from which they were appointed. In the event at least one of the employees was not appointed from an eligibility list, the Fire Chief ~~Department Director~~ shall determine the employee(s) to be laid off.

3. Notice

Employees subject to lay-off shall be given at least thirty (30) days advance notice of the layoff or thirty (30) days pay in lieu of notice. In addition, employees laid off will be paid for all accumulated paid leave, holiday leave (if any) .

4. Re-Employment

Regular employees who are laid off shall be placed on a Department re-employment list in reverse order of layoff. Re-employment lists will be valid for two (2) years. The re-employment list shall remain in effect until exhausted by removal of all names on the list. In the event a vacant position occurs in the Classification which the employee occupied at the time of layoff, or a lower ranking Classification within a Series , the employee at the top of the Department re- employment list shall have the right to appointment to the position, provided , he or she reports to work within seven (7) days of written notice of appointment. Notice shall be deemed given when personally delivered to the employee or deposited in the U.S. Mail, certified, return receipt requested , and addressed to the employee at his or her past known address . Any employee shall have the right to refuse to be placed on the re-employment list or the right to remove his or her name from the re-employment list by sending written confirmation to the Human Resources Director.

5. Demotion

Regular employees who are demoted because of reduced staffing levels shall be placed on a Department promotional list in reverse order of demotion. This promotional list shall remain in effect until exhausted by removal of all names on the list.

6. Severance Pay

Regular employees who are laid off shall, as of the date of lay-off, receive one week

severance pay for each year of continuous service with the City of Newport Beach, but in no case to exceed ten (10) weeks of severance compensation.

Fire Suppression Staffing Levels

Move-up and move-down coverage shall be used to staff the fire suppression battalion chief position in the absence of available battalion chiefs.

B. Staff Assignment Schedule

NBFMA members assigned to staff positions shall have the option to work a 5/40, 4/10 or 9/80 schedule ; the staff member and the Fire Chief must mutually agree to the schedule selected prior to it becoming effective. The Fire Chief retains the right to assign the staff member to a different schedule, or deny the member's request for a change of schedule, if the Fire Chief determines that the member is not able to perform their job duties or the operational needs of the department are not being met. Employees will be given 2 weeks' notice if the Fire Chief determines a change in schedule is needed in order to minimize disruption of the member's personal/professional obligations. In addition, occasionally and at the discretion and approval of the Fire Chief, unit employees (who are all FLSA exempt) working a 4/10 or 9/80 schedule may adjust their regularly scheduled day *off* if such change does not disrupt departmental operations .

C. Consecutive Shifts

Members shall be limited to working four (4) 24-hour shifts in a row , after which time the employee shall not work during the next consecutive 24-hour shift. Additional consecutive shifts may be permitted with Fire Chief or designee approval, based upon exigent circumstances .

D. Requirement to Live Within 150 Miles of City Limits

Employees hired as full-time unit members on or after July 1, 2019 are required to live within 150 miles of the City limits.

E. OVERPAYMENT

Employees will be notified by Payroll or Human Resources prior to the recovery of overpayments on paychecks. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Finance Department or Human Resources. Such recovery shall not exceed 15% per month of disposable earnings, as defined by State law, except a mutually agreed upon accelerated payment plan for faster recovery.

Recoupments under this section shall be limited to forty-eight (48) months. However, nothing in this section is intended to preclude the City from seeking recoupment of overpayments due to fraud or other knowing concealment through any available legal forum.

**Signatures on the following page**

For NBFMA:

Elizabeth Silver (Jun 18, 2025 21:24 PDT)

Elizabeth Silver
Chief Negotiator

Date: 18/06/2025

For the City:

Jonathan V. Holtzman (Jun 18, 2025 15:09 PDT)

Jonathan V. Holtzman
Co-Chief Negotiator

Date: 18/06/2025

Luke Jensen

Luke Jensen
Co-Chief Negotiator
Date: 06/18/2025

# Final Redline NBFMA MOU 06.18.2025 - 153pm

Final Audit Report 2025-06-19

| | |
|---|---|
| Created: | 2025-06-18 |
| By: | Luke Jensen (ljensen@publiclawgroup.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAQp5RXTI3CEnCwsTtPuagE1ZAxq2WNxm4 |

## "Final Redline NBFMA MOU 06.18.2025 - 153pm" History

Document created by Luke Jensen (ljensen@publiclawgroup.com)
2025-06-18 - 9:10:06 PM GMT

Document emailed to Luke Jensen (ljensen@publiclawgroup.com) for signature
2025-06-18 - 9:10:13 PM GMT

Document emailed to Elizabeth Silver (esilver@rlslawyers.com) for signature
2025-06-18 - 9:10:13 PM GMT

Document emailed to Jonathan V. Holtzman (JHOLTZMAN@PUBLICLAWGROUP.COM) for signature
2025-06-18 - 9:10:13 PM GMT

Email viewed by Luke Jensen (ljensen@publiclawgroup.com)
2025-06-18 - 9:11:28 PM GMT

Email viewed by Jonathan V. Holtzman (JHOLTZMAN@PUBLICLAWGROUP.COM)
2025-06-18 - 9:11:47 PM GMT

Document e-signed by Luke Jensen (ljensen@publiclawgroup.com)
Signature Date: 2025-06-18 - 9:14:53 PM GMT - Time Source: server

Document e-signed by Jonathan V. Holtzman (JHOLTZMAN@PUBLICLAWGROUP.COM)
Signature Date: 2025-06-18 - 10:09:13 PM GMT - Time Source: server

Email viewed by Elizabeth Silver (esilver@rlslawyers.com)
2025-06-19 - 4:23:11 AM GMT

Document e-signed by Elizabeth Silver (esilver@rlslawyers.com)
Signature Date: 2025-06-19 - 4:24:12 AM GMT - Time Source: server

Agreement completed.
2025-06-19 - 4:24:12 AM GMT

# ATTACHMENT B

## Estimated Cost of Contract with NBFMA

**City of Newport Beach**
**NBFMA MOU**

| | Current | FY 2025/26 | FY 2026/27 | FY 2027/28 |
|---|---|---|---|---|
| **Key Contract Terms** | | | | |
| Adds Fire Marshall and the EMS Division Chief positions to the group | | | | |
| COLA | | 4.00% | 4.00% | 4.00% |
| Equity Adjustment for Sworn | | 2.00% | - | - |
| Longevity Pay | | | 5.0% @ 15 Years<br>10% @ 20 Years | |
| Holiday Time Accrual | 5.26 Hours/PP | 7.38 hrs. for line safety; 5.26 hrs. for sworn staff | | |
| Medical Insurance[1] | | 7/1/25 Additional $300/month (No Cash Back) | | |
| NAL Bank for Line Safety | | 48 Hours | | |
| **Summary of Proposal Cost [2]** | | | | |
| **Baseline Compensation** | | | | |
| Base Pay | $1,181,523 | $63,879 | $113,030 | $164,147 |
| Supplemental Pays | 82,211 | 89,243 | 96,101 | 103,233 |
| Overtime | 223,448 | 8,938 | 18,233 | 27,901 |
| Pension Contribution | 161,042 | 27,312 | 37,329 | 47,747 |
| Cafeteria Plan | 145,056 | 3,280 | 3,280 | 3,280 |
| Other City Paid Benefits [3] | 74,467 | 37,407 | 40,997 | 44,729 |
| **Total** | **$1,867,748** | **$230,058** | **$308,970** | **$391,038** |
| **Cumulative Impact on Employee Compensation** | | | | |
| Base Salary Increase [4] | | 5.41% | 9.57% | 13.89% |
| Total Compensation Increase [5] | | 12.32% | 16.54% | 20.94% |
| **Key Contract Terms** | | | | |
| COLA | | 90,138 | 164,249 | 241,324 |
| Equity Adjustment for Sworn | | 16,618 | 16,618 | 16,618 |
| Longevity Pay | | 72,303 | 75,195 | 78,203 |
| Holiday Time Accrual | | 13,651 | 14,197 | 14,765 |
| Medical Insurance[1] | | 3,280 | 3,280 | 3,280 |
| NAL Bank | | 34,068 | 35,431 | 36,848 |
| **Total** | | **230,058** | **308,970** | **391,038** |

**Notes**

[1] Assumes maintaining the current level of funding, plus an additional $300 per month in health insurance benefits.

[2] Costs shown in years two and three reflect the cumulative budget impact in each year as compared to the current budgeted amounts.

[3] Includes Medicare, Compensated Absences, Retiree Health Savings, Life Insurance, and EAP.

[4] Percentage shown in each year is as compared to current base salary, not the prior year.

[5] Measured based on the total of all pay and benefits. Percentage is as compared to current total compensation, not the prior year.

[6]The costs shown reflect additional annual expenses for the corresponding fiscal years.

[7]The 3% COLA scheduled for the start of the pay period following July 1, 2025, under the prior MOU will carry over into the new MOU. However, this cost is not included in the current costing because it is already reflected in the FY 2025/26 budget as part of the prior MOU.

CITY OF

# NEWPORT BEACH

## City Council Staff Report

July 8, 2025
Agenda Item No. 11

| | |
|---|---|
| **TO:** | HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL |
| **FROM:** | Grace K. Leung, City Manager - 949-644-3001, gleung@newportbeachca.gov |
| **PREPARED BY:** | Barbara J. Salvini, Human Resources Director - 949-644-3259, bsalvini@newportbeachca.gov |
| **TITLE:** | Draft Revisions to the Newport Beach Key and Management Compensation Plan |


**ABSTRACT:**

The Compensation Plan (Plan) between the City of Newport Beach and the Newport Beach Key and Management (K&M) group expires December 31, 2025. At the City Council's request, the City is negotiating new agreements with all the collective bargaining units in advance of their contract expiration dates with the desired goal of entering into new contracts with more robust total compensation offerings. While K&M employees are unrepresented and therefore do not engage in formal negotiations, the City Council wishes to provide additional benefits to the K&M employees and has conferred and proposed revisions to the existing Plan.

To promote greater transparency of this group's total compensation, the costs associated with the draft revisions to the Plan are being presented at this time for public review and comment. The complete Plan, which spans the time period from July 12, 2025, through June 30, 2028, will be presented for final City Council consideration and action at the July 22, 2025, regular meeting.


**RECOMMENDATIONS:**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and,

b) Receive and consider the revised Key and Management Compensation Plan.

**DISCUSSION:**

The K&M Plan covers more than 80 miscellaneous (non-safety) and six safety unrepresented, budgeted positions in the confidential, supervisory, managerial and executive classifications. To maintain parity, the City Council has traditionally provided K&M employees with compensation and benefits adjustments comparable to the miscellaneous administrative and professional collective bargaining associations.

Key revisions to the Plan include:

- Term: July 12, 2025, through June 30, 2028.
- Salary Adjustments:
    - July 12, 2025 – 5% increase
    - July 2026 – 4% increase
    - July 2027 – 3% increase
- Medical Insurance: The City will contribute $2,025 per month (plus the minimum CalPERS participating employee contribution) to each member's cafeteria plan.
- Employee Retirement Contributions: Effective July 12, 2025, employee retirement contributions will adjust as follows:
    - Tiers I & II – 8% of compensation earnable
    - Tier III – 8% of pensionable compensation or half the normal cost, whichever is higher
- Adjustments to various leaves, including Bereavement Leave and Holiday Leave.

A proposed draft version of the K&M Plan is included as Attachment A with changes from the current Plan in redline. Costing information is included as Attachment B. The estimated total cost of implementing the salary and benefits outlined in the Plan is approximately $7.5 million.

The Plan will not become effective, per Government Code §3505.1, until the governing body, e.g. City Council, takes action to adopt it. If the City Council approves adoption of the revised Plan with K&M, City staff will work to implement the provisions as soon as practicable.

Following the City Council's July 8 review of the proposed revisions to the Plan with K&M, a final version of the successor Plan will be presented at the July 22, 2025, regular City Council meeting. The costing information and proposed revisions to the Plan included with this report will be posted for public review on the City's website.

**FISCAL IMPACT:**

Detailed cost information is provided in Attachment B. Since the MOU covers the period from July 12, 2025, through June 30, 2028, it will result in the following annual fiscal impacts to implement the terms of the agreement, totaling $7,480,664

| Fiscal Year | Amount |
|---|---|
| **2025/26** | 1,731,377 |
| **2026/27** | 2,553,871 |
| **2027/28** | 3,195,416 |
| | **7,480,664** |

The costs shown reflect additional annual expenses for the corresponding fiscal years. Sufficient projected unassigned General Fund balance reserves are available to support the required appropriations. Following the City Council's consideration of the Tentative Agreement, staff will return with a budget amendment to appropriate the funds needed to cover the cost of the contract for Fiscal Year 2025-26. Adequate funding will be included in the annual budget for subsequent years.

**ENVIRONMENTAL REVIEW:**

Staff recommends the City Council find this action 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, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**NOTICING:**

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

**ATTACHMENTS:**

Attachment A – Revised Key and Management Compensation Plan (Plan) with Salary Adjustments and proposed Plan (redlined) between the City and the K&M group
Attachment B – Estimated Cost of K&M Plan

# THE CITY OF NEWPORT BEACH KEY AND MANAGEMENT EMPLOYEES COMPENSATION PLAN

July 12, 2025 through June 30, 2028

## SECTION 1. INTRODUCTION

The following represents the salary and benefit program established by the City Council for Key and Management. The Key and Management Compensation Plan shall in no manner be interpreted as a guaranteed or implied contract between the City and any employee or group of employees.

The Key and Management Group is divided into five categories:

- Executive Management
- Administrative Management
- Administrative Management-Safety
- Division Management
- Confidential

Appendix A lists all classifications in each category.

## SECTION 2. COMPENSATION

A. SALARY

1. Non-Safety:

Key and Management non-safety employees will receive the following cost of living adjustments, as provided in Appendix A:

Effective ~~the first day of the pay period following January 1, 2022~~July 12, 2025, salary schedules will be adjusted to provide a ~~two~~ five percent (~~2.05~~%) cost of living adjustment to base salaries.

Effective the first day of the pay period following ~~January~~ July 1, ~~2023~~2026, salary schedules will be adjusted to provide a ~~three~~ four percent (~~3.04~~%) cost of living adjustment to base salaries.

Effective the first day of the pay period following ~~January~~ July 1, ~~2024~~2027, salary schedules will be adjusted to provide a three percent (3.0%) cost of living adjustment to base salaries.

~~Effective the first day of the pay period following January 1, 2025, salary schedules will be adjusted to provide a three percent (3.0%) cost of living adjustment to base salaries.~~

2. Safety:

Key and Management safety employees will receive the following adjustments, as provided in *Appendix A:*

~~Cost-of-living~~Salary adjustments for the Police Chief classification shall occur at the same time and be the same ~~percentage~~ as ~~cost-of-living~~salary adjustments received by Police Lieutenants pursuant to the Police Management Association MOU ~~employees~~ during the term of this Plan. ~~Cost-of-living~~Salary adjustments for the Police Chief may be modified by the City Council through an individual employment agreement approved by the City Council, in a City Council approved Key & Management Compensation Plan, as amended, or in a Resolution adopted by the City Council.

~~Cost-of-living~~Salary adjustments for the Assistant Police Chief classification shall be tied to the ~~cost-of-living~~salary adjustments received by Police Lieutenants pursuant to the Police Management Association MOU ~~employees~~ during the term of this Plan.

~~Cost-of-livin~~Salary adjustments~~g adjustments~~ for the Fire Chief classification shall occur at the same time and be the same percentage as the ~~base~~ salary increases received by the Administrative Division Chief classification pursuant to the Fire Management Association MOU ~~employees~~ during the term of this Plan. ~~Cost-of-living~~Salary adjustments for the Fire Chief may be modified by the City Council through an individual employment agreement approved by the City Council, in a City Council approved Key & Management Compensation Plan, as amended, or in a Resolution adopted by the City Council.

~~Cost-of-living~~Salary adjustments for the Assistant Fire Chief classification shall be tied to the ~~cost-of-living~~salary adjustments received by the Administrative Division Chief classification pursuant to ~~outlined in~~ the ~~Key & Management Compensation Plan~~Fire Management Association MOU during the term of this Plan.

~~Cost-of-living~~Salary adjustments for the Assistant Chief, Lifeguard Operations classification shall be tied to the ~~cost-of-livin~~salary~~g~~ adjustments received by Lifeguard Management Association Battalion Chiefs during the term of this Plan.

~~Salary Schedule Adjustment~~

~~Effective the pay period which includes July 1, 2023, the City will add a new top step ("New Top Step") to the salary schedules for all positions, except Executive Management positions, which shall be five percent (5%) more than the current top step ("Current Top Step"). The first step for all positions covered by the Plan currently in effect is not being eliminated.~~

~~With the following exception, step advancement through the salary ranges is unaffected by the addition of the New Top Step:~~

~~Employees who have been at the Current Top Step for longer than 12 months as of June 30, 2023, will advance to the New Top Step in the pay period which includes July 1, 2023.~~

~~Effective the pay period which includes July 1, 2023, the City will add five percent (5%) to the top of the salary ranges for Executive Management positions. The bottom of the salary ranges for Executive Management positions will not change. As noted below, advancement through the salary range for Executive Management positions is not automatic; rather, movement is at the discretion of the City Manager.~~

B. RANGE ADVANCEMENT

Advancement through the salary range varies depending on the Group to which the employee is assigned:

Executive Management - No steps; movement at the discretion of the City Manager.

Administrative Management – Six-step range with eligibility for merit step increases on an annual basis.

Administrative Management-Safety - Six-step range with eligibility for merit step increases on an annual basis.

Division Management - Six-step range with eligibility for merit step increases on an annual basis.

Confidential - Nine-step range with eligibility for merit step increases on an annual basis.

Salary steps are placed in five percent (5%) increments within the range for Administrative Management, Administrative Management-Safety, Division Management, and Confidential groups.

C. PERFORMANCE REVIEWS AND ANNIVERSARY DATES

All Key and Management employees hired prior to December 31, 2001 will have a December 1, or first full pay period in December, anniversary date. Key and Management employees hired after December 2001 will have an anniversary date based upon hire date. ~~and hours of service.~~ All Executive Management performance evaluations will be reviewed by the City Manager prior to implementation of any range advancement.

D. BILINGUAL PAY

Upon determination by the Department Director that an employee's ability to speak, read and/or write in Spanish or other language as approved, contributes to the Department, the employee shall be eligible to receive $150 per month (paid each pay period) in bilingual pay. The certification process will confirm the employee is fluent at the street conversational level in speaking, reading and/or writing Spanish or other approved language. Employees certified shall receive bilingual pay the first full pay period following certification.

The parties agree that to the extent permitted by law, the City shall report to the California Public Employees' Retirement System (CalPERS) bilingual pay as Special Assignment Pay pursuant to Title 2 CCR, Section 571(a)(4) and/or 571.1 (b)(3) Bilingual Premium.

E. NON-EXEMPT OVERTIME AND COMPENSATORY TIME OFF

Employees in non-exempt positions are eligible to receive overtime or compensatory time off. FLSA overtime for non-exempt positions shall be paid at one-and-one-half (1½) times the employee's regular rate of pay. The rate at which Non-FLSA Overtime is calculated shall not include the City's Cafeteria Plan Allowance, the opt-out Cafeteria Plan Allowance, or any cash back an employee may receive from the Cafeteria Plan Allowance by choosing benefits which cost less than the Allowance. Overtime work must be approved by the employee's supervisor.

Compensatory time off for non-exempt positions shall be earned at the rate of one- and- one-half (1½) times for every overtime hour worked. Employees may accumulate up to eighty (80) hours of compensatory time off. Overtime hours worked in excess of the 80 hour compensatory time off bank will be paid out as overtime until the compensatory time off bank falls below the 80 hour cap.

F. JURY DUTY

A Key and Management employee called to serve as a juror shall notify his/her supervisor as soon as he/she is notified that he/she has to appear for duty. If an employee calls in the night before and finds out he/she has to report for jury duty the next day, the employee should send an email to his/her supervisor as soon as possible to let the supervisor know that the employee will be reporting to jury duty the following day. Key and Management employees of the City legally required to serve as a juror shall be entitled to leave with pay and all benefits for a period of up to sixty (60) days so long as his/her presence is legally required and the process outlined in the Employee Policy Manual is followed.

G. UNIFORM ALLOWANCE – ~~PUBLIC~~ SAFETY

As permissible by law, the City shall report to CalPERS bi-weekly the annual value of uniform allowance at the following rates:

Police Chief - $1,350
Assistant Police Chief - $1,350
Fire Chief - $1,519
Assistant Fire Chief - $1,519
Assistant Chief, Lifeguard Operations - $838

~~PERS~~CALPERS Reporting of Uniform Allowance - To the extent permitted by law, the City shall report to the California Public Employees' Retirement System (CalPERS) the uniform allowance for each employee as special compensation in accordance with Title 2, California Code of Regulation, Section 571(a)(5) Uniform Allowance. Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act (PEPRA) of 2013, the uniform allowance will not be reported as pensionable compensation to CalPERS.

~~H. ONE-TIME PAYMENT~~

~~All Key and Management Employees (excluding City Manager, City Attorney, City Clerk, Police Chief and Fire Chief) in paid status for the entirety of the first pay period following City Council adoption of this Plan in Fiscal Year 2021-22 will receive a one-time bonus in the amount of $2,000. The 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. This one- time payment does not meet the criteria under California Code of Regulations 571(b) as reportable compensation for retirement purposes. This one-time 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.~~

~~I. LUMP SUM BONUS (FY 2024-25)~~

~~Lump sum bonuses in the amount of One Thousand Dollars and No Cents ($1,000.00) will be paid to those Eligible Key and Management Employees that are employed by the City on each of the following dates, as set forth below:~~

~~a. Eligible Key and Management 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;~~
~~b. Eligible Key and Management 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;~~
~~c. Eligible Key and Management 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;~~
~~d. Eligible Key and Management 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.~~

~~By adopting this Fifth Amendment to the Key and Management Plan, the City Council for the City of Newport Beach does not intend for the lump sum bonuses to be pensionable and the lump sum bonuses shall not be reported to CalPERS. Also, the City Council for the City of Newport Beach intends for the bonus payments to be specific to the pay period that the bonus payments are paid, and each lump sum bonus shall be considered part of the regular rate for the pay period in which it was paid only.~~

~~For purposes of this Section the term "Eligible Key and Management Employees" shall mean those Key & Management Employees occupying the following job classifications on the specific date set forth above: (1) Police Chief; (2) Assistant Police Chief; (3) Administrative Assistant to Police Chief; (4) Police Support Services Administrator; (5) Assistant Fire Chief; (6) Assistant Chief Lifeguard Operations; (7) Emergency Medical Services Division Chief; (8) Fire Marshall; and (9) Administrative Assistant to Fire Chief.~~

~~J.~~ SCHOLASTIC ACHIEVEMENT PAY – ~~PUBLIC~~ SAFETY
~~H.~~

1. Police Safety

   Absent an Employment Agreement or Resolution to the contrary, Key and Management police safety employees are entitled to additional compensation in the form of Scholastic Achievement Pay as follows:

   BA/BS – 7% MA/MS/JD – 8.5%

   The parties agree that to the extent permitted by law, the Scholastic Achievement Pay in this section is special compensation and shall be reported to CalPERS as such.

2. Fire Safety

   Absent an Employment Agreement or Resolution to the contrary, Key and Management fire safety employees are entitled to additional compensation in the form of Scholastic Achievement Pay under the same terms and conditions as members of the Newport Beach Fire Management Association. If there are future changes to the Scholastic Achievement Pay Program as set forth in a council-approved MOU or side letter agreement with the Newport Beach Fire Management Association, the same program shall apply for Key and Management fire safety employees.

   The parties agree that to the extent permitted by law, the Scholastic Achievement Pay in this section is special compensation and shall be reported to CalPERS as such.

3. Assistant Chief, Lifeguard Operations

   Except as modified herein, the Assistant Chief of Lifeguard Operations shall be eligible for Scholastic Achievement Pay under the same terms and conditions as members of he Newport Beach Lifeguard Management Association. Scholastic Achievement Pay shall be ~~include din~~included in the Assistant Chief of Lifeguard Operations paycheck for the pay period immediately following approval by the Fire Chief. It is the responsibility of the Assistant Chief of Lifeguard Operations to apply for Scholastic Achievement Pay. Approval of the application for Scholastic Achievement Pay shall not be unreasonably withheld or delayed, and the Assistant Chief of Lifeguard Operations shall not be entitled to receive Scholastic Achievement Pay prior to the date the application is approved even though the Assistant Chief of Lifeguard Operations may have been eligible prior to approval. If there are future changes to the Scholastic Achievement Pay Program as set forth in a council-approved MOU or side letter agreement with the Newport Beach Lifeguard Management Association, the same program shall apply to the Assistant Chief of Lifeguard Operations.

The parties agree that to the extent permitted by law, the Scholastic Achievement Pay in this section is special compensation and shall be reported to CalPERS as such.

## SECTION 3. LEAVES

Employees hired or promoted into classifications in the Key and Management group shall be tied to the leave benefits provided to the Key and Management group at large.

~~A.~~ HOLIDAYS – NON-SAFETY ~~LEAVE~~

A. The following days shall be observed as paid holidays (i.e., employees shall have the day off with pay). With the exception of the "floating holiday" (where the employee chooses the day off), employees who are required to work on the holiday will receive their pay for the holiday ~~and~~ *as* either pay or flex leave for the number of hours worked on the holiday.

| | |
|---|---|
| New Year's Day | January 1 |
| Martin Luther King Day | January – 3rd Monday |
| Washington's Birthday | February – 3rd Monday |
| Memorial Day | May – Last Monday |
| Floating Holiday* | July 1 |
| Independence Day | July 4 |
| Labor Day | September – 1st Monday |
| Veterans Day | November 11 |
| Thanksgiving Day | November – 4th Thursday |
| Friday After Thanksgiving | November – 4th Friday |
| Christmas Eve | December 24 ~~(last ½ of workday)~~ |
| Christmas Day | December 25 |
| New Year's Eve | December 31 ~~(last ½ of workday)~~ |
| Holiday Closure – Up to 3 Days | TBD based on closure dates |

~~*~~The floating holiday ~~(eight (8) hours of holiday leave)~~ is awarded on July 1. The hours are added to the employees' Flex Leave account.

Holidays are paid based on the employee's regular workday schedule. For example, if an employee is on a 9/80 schedule and the holiday is observed on a day that the employee is regularly scheduled to work nine hours, the employee is entitled to receive nine hours of holiday pay. However, if an employee is on a 9/80 schedule and the holiday is observed on a day that the employee is regularly scheduled to work eight hours, the employee is eligible to receive eight hours of holiday pay. *If an employee must work on one of the holidays listed above (except the floating holiday), the employee may bank their holiday hours to flex, up to a maximum of eight hours per holiday.*

1. Holidays listed above (except the floating holiday) occurring on a Saturday shall be observed the preceding Friday. Holidays occurring on a Sunday shall be observed the following Monday~~. (Half day holidays shall be observed prior to the observed holiday)~~.

2. Holiday pay will be paid only to employees who are in paid status on the scheduled day before and scheduled day after a holiday or are on authorized paid leave (e.g. paid leave that has been reviewed and approved by the Department Director).

B. HOLIDAY CLOSURE – NON-SAFETY

3. Holiday Closure – If the City Council approves a holiday closure for City Hall, the following applies:
    a. Holiday Closure Pay. Employees will receive holiday closure pay for the days they would have normally been scheduled to work during the closure period, up to a maximum of three (3) days. The holiday closure pay is specifically for use during the approved holiday closure. Example: if, absent the closure, your regular work schedule has you working two days during a closure, you will receive two days of holiday closure pay; you do not automatically get three days if your regular schedule does not call for it.

    b. Working During a Holiday Closure – If an employee is required by their supervisor to work during a holiday closure, they may bank their holiday hours to flex, up to a maximum of eight hours for each day the employee is required to work during the holiday closure.

The Holiday Closure Pay aims to fairly compensate members while ensuring operational needs are met during approved holiday closures.

~~B.~~C. HOLIDAYS – ~~PUBLIC~~ SAFETY

The provisions contained in this section apply to Administrative Management- Safety (Assistant Chiefs) who are required to work without regard to holiday based on assignment. *Assistant Police Chiefs and Assistant ~~Life Guard~~Lifeguard Chiefs* ~~Said employees~~ shall receive 3.7 hours per pay period of Holiday compensation as pay*. Assistant Fire Chiefs shall receive 5.26 hours per pay period of Holiday compensation as pay. Holiday pay will be* ~~and~~ reported to ~~PERS~~CalPERS as compensation earnable as defined in Government Code Sec. 20636.

Effective July 12, 2025, the holiday benefit for the Key and Management safety employees shall be tied to the retirement contributions required by members of their respective safety management associations. If there are future changes to the holiday benefit, as set forth in a council-approved MOU, or side letter agreement, the same changes shall be made for Key and Management safety employees.

The parties agree, to the extent permitted by law, the compensation in this section is special compensation for those employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) or Section 571.1 (b)(4) Holiday Pay.

~~C.~~D. FLEX LEAVE

Regular full-time employees in the Administrative Management, Administrative Management-Safety, Division Management and Confidential categories enrolled in the flex leave program will *accrue* leave according to the below.

| Years of Continuous Service | Hours Accrued per Pay Period | Annual hours | Maximum Allowable Balance (hours) |
|---|---|---|---|
| 1 but less than 5 | 6.00 | 156.00 | 468.00 |
| 5 but less than 9 | 6.61 | 171.86 | 515.58 |
| 9 but less than 12 | 7.23 | 189.98 | 563.94 |
| 12 but less than 16 | 8.15 | 211.90 | 635.70 |
| 16 but less than 20 | 8.77 | 228.02 | 684.06 |
| 20 but less than 25 | 9.38 | 243.88 | 731.64 |
| 25 and over | 10.00 | 260.00 | 780.00 |

Spillover: Employees hired prior to July 1, 1996 shall be paid for accrued Flex leave in excess of

the employee's maximum accrual rate (spillover) provided that they utilized at least 80 hours Flex leave the previous calendar year. Employees with 16 or more years of continuous service are required to use 120 hours of Flex leave the previous calendar year.

Regular full-time employees in the Executive Management categories will *accrue* Flex leave according to the following schedule:

| Years of Continuous Service | Hours Accrued per Pay Period | Annual hours | Maximum Allowable Balance (hours) |
|---|---|---|---|
| 1 but less than 15 | 8.77 | 228 | 684.06 |
| 15 and over | 9.69 | 252 | 755.82 |

Note: If an employee becomes sick in the first three months of employment, the City will advance up to three (3) months of ~~accrued~~ Flex leave time to be used for the illness only. If the employee terminates employment prior to three (3) months, the employee will repay the equivalent to the number of Flex leave days that were advanced to the employee.

Employees shall accrue three (3) months of Flex leave (as provided in the chart above) upon completion of three (3) months of continuous employment with the City of Newport Beach, provided however, this amount shall be reduced by any Flex leave time advanced during the first three (3) months of employment.

1. Limit on Accumulation

Employees first hired, or rehired by the City subsequent to July 1, 1996, shall not be eligible for Flex leave spillover pay and shall not be entitled to accrue Flex leave in excess of the Flex leave accrual threshold.

2. Method of Use

Flex leave may not be taken in excess of that actually accrued, and in no case, except for illness, may it be taken prior to the completion of an employee's initial probationary period.

The Department Director shall approve all requests for Flex leave, taking into consideration the needs of the Department, and whenever possible, the seniority and wishes of the employee.

## ~~D.~~E. SICK LEAVE

Key and Management employees employed by the City prior to initiation of the Flex leave program had separate sick and vacation leave banks. With the initiation of the Flex leave program, vacation

leave was converted to Flex leave on an hour for hour basis and any sick leave hours remained in a bank to be used as provided in Section 11.2 (Sick Leave) of the Employee Policy Manual.

## ~~E.~~F. KIN CARE

Employees may use up to ½ of Flex leave accrued per year to provide care for any member of the employee's immediate family in need of care due to illness or injury.

## ~~F.~~G. BEREAVEMENT LEAVE

Bereavement leave shall be defined as "the necessary absence from duty by an employee because of the death or terminal illness in his/her immediate family."

Unit members shall be entitled to forty (40) hours of bereavement leave per calendar year per incident (terminal illness followed by death is considered one incident). Bereavement leave shall be administered in accordance with the provisions of the Employee Policy Manual. Leave hours need not be used consecutively, however they should be used in proximate time to the occurrence. For the purposes of this section, immediate family shall mean an employee's father, mother, stepfather, stepmother, brother, sister, spouse/domestic partner, child, stepchild, grandparents, grandchild and the employee's spouse/domestic partner's father, mother, brother, sister, child, ~~and~~ grandparents and grandchild. The provisions of this Section shall not diminish or reduce any rights a covered employee may have pursuant to applicable provisions of State or Federal law. An employee requesting bereavement leave shall notify his/her supervisor as soon as possible of the need to take leave.

## H. REPRODUCTIVE LO~~S~~S LEAVE

I. Eligible employees are entitled to five unpaid days for each reproductive loss event. Multiple reproductive loss events are covered, up to a maximum of 20 days of reproductive loss leave within a twelve-month period.

## ~~G.~~J. ADMINISTRATIVE LEAVE

For Key and Management employees who are exempt from overtime, Administrative Leave may be granted, for a minimum of 8 hours and a maximum of 80 hours, as recommended by the Department Director with the approval of the City Manager. The determination as to how much Administrative Leave will be granted will be based upon the number of overtime hours normally worked each year by the individual exempt employee. Administrative Leave does not accrue and therefore has no cash value. As such, it cannot be carried over from year to year.

~~H.~~K. LEAVE SELLBACK

Employees shall have the option of converting accrued Flex Leave to cash on an hour for hour basis subject to the following: On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out accrued flex leave which will accrue in the following calendar year. The employee can elect to receive the cash out in the pay period which includes June 30 and/or the pay period which includes December 15 for those Flex Leave benefits that have been accrued during that portion of the year. In no event shall the flex leave balance be reduced below one hundred and sixty (160) hours.

~~Hours sold back will be subject to the Retiree Health Savings Plan Part C contributions, per Section 2 (a), Retiree Medical Benefits. For the term of this Compensation Plan the Part C contributions for Flex will be at twenty percent (20%).~~

## SECTION 4. BENEFITS

A. INSURANCE

1. Medical Insurance

The City has implemented an IRS qualified Cafeteria Plan. In addition to the contribution amounts listed below, the City shall contribute the minimum CalPERS participating employer's contribution towards medical insurance for employees enrolled in a CalPERS medical plan, per Government Code Section 22892.

The City's contribution towards the Cafeteria Plan is ~~*$1,725*~~*$2,025* per month (plus the minimum CalPERS participating employer's contribution).

Employees shall have the option of allocating Cafeteria Plan contributions towards the City's medical, dental and vision insurance/programs*, provided that any cash-out option complies with IRS Section 125 requirements.*. Employees shall be allowed to change coverages in accordance with plan rules and during regular open enrollment periods.

Employees appointed to Key and Management positions prior to April 13, 2019 who elect to opt out of medical coverage offered by the City because they have provided proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California) and execute an opt-out agreement releasing the City from any responsibility or liability to provide medical insurance coverage on an annual basis will receive $1,000 per month in taxable cash paid biweekly. For these same employees, if they elect medical coverage and spend less than *$1,725 (plus the minimum CalPERS participating employer's contribution) of the City contribution provided above, the difference shall be paid to the employee as taxable cash biweekly.* ~~the City contribution provided above, those unused cafeteria plan funds shall be paid to the employee as taxable cash.~~

Employees appointed to Key and Management positions on or after April 13, 2019 who elect to opt out of medical coverage offered by the City because they have provided proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California) shall receive $500 per month in taxable cash paid biweekly. For these same employees, if they elect medical coverage and spend less than the City contribution provided above, there shall be no cash back provided.

The preceding language as applied to the following scenarios:

1. Part-time employee hired by the City prior to April 13, 2019 but not appointed as a full-time employee into a Key and Management classification until on or after April 13, 2019 – this employee is subject to the $500 opt-out amount and does not receive cash back if the medical coverage elected is less than the City contribution.

2. Full-time Key and Management employee hired by the City prior to April 13, 2019 who later drops down to part-time and then is reappointed to a Key and Management classification as a full-time employee – this employee is subject to the $500 opt-out amount and does not receive cash back if the medical coverage elected is less than the City contribution.

3. Full-time employee hired by the City prior April 13, 2019 who later transfers into a Key and Management classification from another unit – if the employee was not subject to the $500 opt-out amount and/or no cash back in the unit from which they are transferring, they will receive the benefit of $1,000 opt-out and/or cash back if the medical coverage elected is less ~~*than the City contribution*~~*than $1,725 (plus the minimum CalPERS participating employer's contribution).*.

2. Vision Insurance

Employees may purchase vision insurance upon hire and during benefits open enrollment.

3. Dental Insurance

The existing or comparable dental plans shall be maintained as part of the City's health plan offerings as agreed upon by the Benefits Information Committee.

4. Disability Insurance

The City shall provide disability insurance with the following provisions:

| | Short-Term Disability | Long-Term Disability |
|---|---|---|
| Benefit Amount | 66.67% of covered wages | 66.67% of covered wages |

| | | |
|---|---|---|
| Maximum Benefit | $1,846 weekly | $15,000 monthly |
| Waiting Period | 30 calendar days | 180 calendar days |

Employees shall not be required to exhaust accrued paid leaves prior to receiving benefits under the disability insurance program. Employees may not supplement the disability benefit with paid leave once the waiting period has been exhausted.

~~Employees are responsible for the payment of the disability insurance cost in the amount of one (1%) percent of base salary as a post-tax deduction for this benefit. Effective the first premium payment after the City Council adoption of the Plan, the City~~The City ~~will pay~~pays for this benefit ~~and the 1% base salary employee deduction will cease~~.

B. ADDITIONAL BENEFITS

1. IRS Section 125 Flexible Spending Account

The City provides a qualified Section 125 Flexible Spending Account which authorizes an employee to reduce taxable income for payment of allowable expenses such as childcare and medical expenses.

2. Life Insurance

The City shall provide life insurance for all regular full-time employees in $1,000 increments equal to one times the employee's annual salary up to a maximum of $50,000. At age 70 the City-paid life insurance is reduced by 50% of the pre-70 amount. This amount remains in effect until the employee terminates from City employment.

3. Employee Assistance Program

Key and Management employees are eligible to receive EAP benefits, which provide confidential counseling and education on work and life issues, subject to provider guidelines.

4. Executive Management Physicals

Employees in those classifications designated as Executive Management shall receive a reimbursement of up to one thousand dollars ($1,000.00) per year for an executive management physical examination.

C. RETIREMENT BENEFITS

1. California Public Employees Retirement System (CalPERS) ~~PERS~~

a. Retirement Formula

The City contracts with ~~California Public Employees Retirement System (~~*Cal*PERS~~)~~ to provide retirement benefits for its employees. Pursuant to prior agreements and state mandated reform, the City has implemented first, second and third tier retirement benefits:

Tier 1 ("Legacy"): For employees hired by the City on or before November 23, 2012, the retirement formula for safety members shall be 3%@50 and the retirement formula for non- safety members shall be 2.5%@55, calculated on the basis of the highest consecutive 12 month period selected by the employee.

Tier 2 ("Classic"): For employees first hired by the City between November 24 and December 31, 2012, or hired on or after January 1, 2013 and who are not new members as defined in Government Code Section 7522.04(f), the retirement formula for safety members shall be 2%@50 (Lifeguard/Fire) or 3%@55 (Police), and the retirement formula for non-safety members shall be 2%@60, calculated on the basis of the highest consecutive 36 month period selected by the employee as set forth in Government Code section 20037.

Tier 3 ("PEPRA"): For employees first hired by the City on or after January 1, 2013, who are new members, the safety retirement formula shall be 2.7%@57 and the non-safety retirement formula shall be 2%@62, calculated on the basis of the highest consecutive 36- month period selected by the employee provided for by the Public Employees' Retirement Law at Government Code section 7522.25(d).

b. Employee Contributions

Non-~~-~~Safety:

Key and Management employees will contribute toward their ~~PERS~~CalPERS retirement benefit.

Employee retirement contributions that are in addition to the normal CalPERS Member Contribution shall be calculated on base pay, special pays, and other pays normally reported as "PERSable" compensation (known either as compensation earnable or pensionable compensation) and will be made on a pre-tax basis through payroll deduction, to the extent allowed by law.

Tier I:

K&M COMP PLAN ~~2022-2025~~2025-2028

~~Under a separate agreement and ratified via a contract amendment with CalPERS in 2008, Tier I employees shall contribute 2.42% compensation earnable (as cost sharing) per Government Code section 20516(a).~~

Tier I Employees shall contribute the statutory CalPERS Member Contribution equal to eight percent (~~13~~8%) of compensation earnable ~~as follows: 8% as the statutory member contribution, 2.42% as cost sharing per Government Code section 20516(a) and 2.58% as cost sharing per Government Code section 20516(f).~~.

~~Temporary Reduction. Effective the pay period that includes January 1, 2023, Tier I Employees shall contribute 11.5% of compensation earnable as follows: 8% as the statutory member contribution, 2.42% as cost sharing per Government Code section 20516(a) and 1.08% of compensation earnable as cost sharing per Government Code section 20516(f). This reduction in the employee contribution rate sunsets at the end of the last full pay period in December 2025. Accordingly, ffective the pay period that includes January 1, 2026, Tier I Employees shall contribute 13% of compensation earnable as follows: 8% as the statutory member contribution, 2.42% as cost sharing per Government Code section 20516(a) and 2.58% of compensation earnable as cost sharing per Government Code section 20516(f).~~

Tier II

Tier II employees shall contribute the statutory CalPERS Member Contribution equal to seven percent (7%) of compensation earnable, plus an additional one percent (1%) of compensation earnable toward retirement costs under Government Code Section 20516(f), for a total contribution of 8% of compensation earnable.
~~Employees shall contribute 13% of compensation earnable as follows: 7% as the statutory member contribution and 6% of compensation earnable as cost sharing per Government Code section 20516(f).~~

~~Temporary Reduction. Effective the pay period that includes January 1, 2023, Tier II Employees shall contribute 11.5% of compensation earnable as follows: 7% as the statutory member contribution and 4.5% of compensation earnable as cost sharing per Government Code section 20516(f). This reduction in the employee contribution rate sunsets at the end of the last full pay period in December 2025. Accordingly, effective the pay period that includes January 1, 2026, Tier II Employees shall contribute 13% of compensation earnable as follows: 7% as the statutory member contribution and 6% of compensation earnable as cost sharing per Government Code section 20516(f).~~

Tier III:

The minimum statutory employee contribution for employees in Tier III, subject to the provisions of the Public Employees' Pension Reform Act (PEPRA) equals 50% of the "total normal cost",and is calculated annually for possible adjustments as provided in the CalPERS valuations.

In addition to the statutorily required 50% contribution of total normal costs, Tier III employees shall contribute an additional amount of pensionable compensation toward retirement pursuant to Government Code section 20516(f) so that their contribution equals a total of *8%* of pensionable

compensation. However, the employee contribution shall never fall below the statutory required contribution.

~~Tier III Employees - The minimum statutory employee contribution for employees in Tier III is subject to the provisions of PEPRA and equals 50% of the "total normal cost". Tier III employees shall make an additional contribution of pensionable compensation toward retirement pursuant to Government Code Section 20516(f), for a total employee contribution of 13% of pensionable compensation.~~

~~Temporary Reduction. Effective the pay period that includes January 1, 2023, the minimum statutory employee contribution for employees in Tier III is subject to the provisions of PEPRA and equals 50% of the "total normal cost". Tier III employees shall make an additional contribution of pensionable compensation toward retirement pursuant to Government Code section 20516(f), for a total employee contribution that is no less than 11.5% of pensionable compensation (i.e., Tier III employees pay the greater of 11.5% or 50% of the "total normal cost"). This reduction in the employee contribution rate sunsets at the end of the last full pay period in December 2025. Accordingly, effective the pay period that includes January 1, 2026, the minimum statutory employee contribution for employees in Tier III is subject to the provisions of PEPRA and equals 50% of the "total normal cost". Tier III employees shall make an additional contribution of pensionable compensation toward retirement pursuant to Government Code section 20516(f), for a total employee contribution that is no less than 13% of pensionable compensation (i.e., Tier III employees pay the greater of 13% or 50% of the "total normal cost").~~

~~If in future fiscal years the member contribution rate for non-safety employees in Tier III shall become greater or less, as determined by CalPERS valuations, the additional contribution made by the employee under Government Code section 20516(f) will be increased or decreased accordingly so that the total employee contribution equals 13% of pensionable compensation. Provided however, that the employee contribution shall never fall below the statutorily required contribution.~~

Safety:

A. Police Safety

Absent an Employment Agreement or Resolution to the contrary, the employee contribution for police safety members will depend on what Tier the employee is in as defined above.

Tier I and II members will contribute the full statutory member contribution, equal to 9% of compensation earnable, plus an additional ~~5~~4.6% of compensation earnable toward retirement costs as permitted under Government Code §20516(f), for a total contribution of ~~14.6%.~~13.6%

~~Temporary Reduction. Effective the pay period that includes January 1, 2023, Tier I and Tier II employees 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 2025. Accordingly, effective the pay~~

~~period that includes January 1, 2026, Tier I and Tier II employees shall contribute the full statutory member contribution, equal to 9% 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%.~~

Tier III members: In addition to the statutorily required 50% contribution of total normal costs ("member contribution rate"), Tier III members shall contribute an additional percentage of pensionable compensation toward retirement costs as cost sharing pursuant to Government Code § 20516(f), for a total employee contribution that is no less than 13.6% of pensionable compensation (i.e., Tier III employees pay the greater of 13.6% or 50% of the "total normal cost"). The employee contribution shall never fall below the statutorily required contribution.~~so that their total contribution is 14.14.6%.~~

~~Temporary Reduction. Effective the pay period that includes January 1, 2023, the minimum statutory employee contribution for employees in Tier III is subject to the provisions of PEPRA and equals 50% of the "total normal cost". Tier III employees shall make an additional contribution of pensionable compensation toward retirement pursuant to Government Code section 20516(f) for a total employee contribution that is no less than 13.1% of pensionable compensation (i.e., Tier III employees pay the greater of 13.1% or 50% of the "total normal cost"). This reduction in the employee contribution rate sunsets at the end of the last full pay period in December 2025. Accordingly, effective the pay period that includes January 1, 2026, the minimum statutory employee contribution for employees in Tier III is subject to the provisions of PEPRA and equals 50% of the "total normal cost". Tier III employees shall make an additional contribution of pensionable compensation toward retirement pursuant to Government Code section 20516(f) for a total employee contribution that is no less than 14.6% of pensionable compensation (i.e., Tier III employees pay the greater of 14.6% or 50% of the "total normal cost").~~

~~If in future fiscal years the member contribution rate for safety employees in Tier III shall become greater or less, as determined by CalPERS valuations, the additional contribution made by the employee under Government Code section 20516(f) will be increased or decreased accordingly so that the total employee contribution equals 14.6% of pensionable compensation. Provided however, that the employee contribution shall never fall below the statutorily required contribution.~~

~~Effective the pay period that includes January 1, 2023, the CalPERS retirement contributions for Key and Management police safety employees shall be as noted above and shall not be tied to the retirement contributions required by members of the Police Management Association.~~ Effective ~~the pay period that includes January 1, 2026~~July 12, 2025, the CalPERS retirement contributions for the Key and Management police safety employees shall be tied to the retirement contributions required by members of the Police Management Association. If there are future changes to those employee retirement contributions, as set forth in a council-approved MOU, or side letter agreement, the same changes shall be made for Key and Management police safety employees.

B. Fire Safety

Absent an Employment Agreement or Resolution to the contrary, the employee contribution for fire safety members will depend on what Tier the employee is in as defined above.

Tier I and II members will contribute the full statutory member contribution, equal to 9% of compensation earnable, plus an additional 4.5% of compensation earnable toward retirement costs as permitted under Government Code § 20516(f), for a total contribution of 13.5%

~~Temporary Reduction. Effective the pay period that includes January 1, 2023, Tier I and Tier II employees shall contribute the full statutory member contribution, equal to 9%, plus an additional 3% of compensation earnable toward retirement costs as permitted under Government Code section 20516(f), for a total contribution of 12% This reduction in the employee contribution rate sunsets at the end of the last full pay period in December 2025. Accordingly, effective the pay period that includes January 1, 2026, Tier I and Tier II employees shall contribute the full statutory member contribution, equal to 9% of compensation earnable, plus an additional 4.5% of compensation earnable toward retirement costs as permitted under Government Code section 20516(f) for a total contribution of 13.5%~~

Tier III members: In addition to the statutorily required 50% contribution of total normal costs ("member contribution rate"), Tier III members shall contribute an additional percentage of pensionable compensation toward retirement costs as cost sharing pursuant to Government Code § 20516(f*), for a total employee contribution that is no less than 13.5% of pensionable compensation (i.e., Tier III employees pay the greater of 13.5% or 50% of the "total normal cost"). The employee contribution shall never fall below the statutorily required contribution.*

~~so that their total contribution is 13.5%~~

~~Temporary Reduction. Effective the pay period that includes January 1, 2023, the minimum statutory employee contribution for employees in Tier III is subject to the provisions of PEPRA and equals 50% of the "total normal cost". Tier III employees shall make an additional contribution of pensionable compensation toward retirement pursuant to Government Code section 20516(f) for a total employee contribution that is no less than 12% of pensionable compensation (i.e., Tier III employees pay the greater of 12% or 50% of the "total normal cost"). This reduction in the employee contribution rate sunsets at the end of the last full pay period in December 2025. Accordingly, effective the pay period that includes January 1, 2026, the minimum statutory employee contribution for employees in Tier III is subject to the provisions of PEPRA and equals 50% of the "total normal cost". Tier III employees shall make an additional contribution of pensionable compensation toward retirement pursuant to Government Code section 20516(f) for a total employee contribution that is no less than 13.5% of pensionable compensation (i.e., Tier III employees pay the greater of 13.5% or 50% of the "total normal cost").~~

~~If in future fiscal years the member contribution rate for safety employees in Tier III shall become greater or less, as determined by CalPERS valuations, the additional contribution made by the employee under Government Code section 20516(f) will be increased or decreased accordingly so that the total employee contribution equals 13.5% of pensionable compensation. Provided however, that the employee contribution shall never fall below the statutorily required contribution.~~

~~Effective the pay period that includes January 1, 2023, the CalPERS retirement contributions for Key and Management fire safety employees shall be as noted above and shall not be tied to the retirement contributions required by members of the Fire Management Association.~~ Effective ~~*the*~~

~~*pay period that includes January 1, 2026*~~ *July 12, 2025*, the CalPERS retirement contributions for the Key and Management fire safety employees shall be tied to the retirement contributions required by safety members of the Fire Management Association. If there are future changes to those employee retirement contributions, as set forth in a council-approved MOU, *or side letter agreement,* the same changes shall be made for ~~the~~ Key and Management fire safety employees.

C. Assistant Chief, Lifeguard Operations

The employee contribution for the Assistant Chief of Lifeguard Operations will depend on what Tier the employee is in as defined above.

Tier I and II members will contribute the full statutory member contribution, equal to 9% of compensation earnable, plus an additional 4.6% of compensation earnable toward retirement costs as permitted under Government Code § 20516(f), for a total contribution of 13.6%.

~~Temporary Reduction. Effective the pay period that includes January 1, 2023, Tier I and Tier II employees shall contribute the full statutory member contribution, equal to 9%, plus an additional 3.1% of compensation earnable toward retirement costs as permitted under Government Code section 20516(f), for a total contribution of 12.1%. This reduction in the employee contribution rate sunsets at the end of the last full pay period in December 2025. Accordingly, effective the pay period that includes January 1, 2026, Tier I and Tier II employees shall contribute the full statutory member contribution, equal to 9% of compensation earnable, plus an additional 4.6% of compensation earnable toward retirement costs as permitted under Government Code section 20616(f), for a total contribution of 13.6%.~~

Tier III members: In addition to the statutorily required 50% contribution of total normal costs ("member contribution rat~~e"0~~), Tier III members shall contribute an additional percentage of pensionable compensation toward retirement costs as cost sharing pursuant to Government Code § 20516(f), ~~so that their total contribution is~~for a total employee contribution that is no less than 13.6% of pensionable compensation (i.e., Tier III employees pay the greater of 13.6% or 50% of the "total normal cost"). The employee contribution shall never fall below the statutorily required contribution.

~~Temporary Reduction. Effective the pay period that includes January 1, 2023, the minimum statutory employee contribution for employees in Tier III is subject to the provisions of PEPRA and equals 50% of the "total normal cost". Tier III employees shall make an additional contribution of pensionable compensation toward retirement pursuant to Government Code section 20516(f) for a total employee contribution that is no less than 12.1% of pensionable compensation (i.e., Tier III employees pay the greater of 12.1% or 50% of the "total normal cost"). This reduction in the employee contribution rate sunsets at the end of the last full pay period in December 2025. Accordingly, effective the pay period that includes January 1, 2026, the minimum statutory employee contribution for employees in Tier III is subject to the provisions of PEPRA and equals 50% of the "total normal cost". Tier III employees shall make an additional contribution of pensionable compensation toward retirement pursuant to Government Code section 20516(f) for a total employee contribution that is no less than 13.6% of pensionable compensation (i.e., Tier III employees pay the greater of 13.6% or 50% of the "total normal cost").~~

~~If in future fiscal years the member contribution rate for safety employees in Tier III shall become greater or less, as determined by CalPERS valuations, the additional contribution made by the employee under Government Code section 20516(f) will be increased or decreased accordingly so that the total employee contribution equals 13.6% of pensionable compensation. Provided however, that the employee contribution shall never fall below the statutorily required contribution.~~

~~Effective the pay period that includes January 1, 2023, the CalPERS retirement contributions for the Assistant Chief of Lifeguard Operations classification shall be as noted above and shall not be tied to the retirement contributions required by members of the Lifeguard Management Association.~~ Effective ~~the pay period that includes January 1, 2026~~July 12, 2025, the CalPERS retirement contributions for the Assistant Chief of Lifeguard Operations classification shall be tied to the retirement contributions required by members of the Lifeguard Management Association. If there are future changes to those employee retirement contributions, as set forth in a council-approved MOU, or side letter agreement, the same changes shall be made for the Assistant Chief of Lifeguard Operations.

c. Optional Benefits

The City's contract with *CalPERS* also provides the 4th Level 1959 Survivor Insurance Benefit, $500 Lump Sum Death Benefit, Sick Leave Credit (Miscellaneous only), Military Service Credit, 2% Cost of Living Adjustment and the pre-retirement option settlement 2 death benefit (Section 21548).

2. LIUNA Supplemental Pension

Key and Management employees are members of the LIUNA Supplemental Pension Fund ("Plan"). Effective in the pay period which includes January 1, 2019, the Plan will be funded exclusively by contributions from the members. The City will not make any contributions to the Plan. In addition, as there are increases (which typically occur annually) to the costs (whether identified as employer or employee contributions) to fund the Plan, they will be made by Key and Management employees (i.e., the participants in the Plan). The City is not responsible for, nor does it make any representation regarding, the payment of benefits to Key & Management employees.

Employees cannot receive the contributed amounts directly instead of having them paid to the Plan. Participation in the Plan will continue to be mandatory for Key & Management employees.

Key & Management employees who leave City employment prior to vesting in the LIUNA pension plan will have no right to the return of amounts contributed, or other recourse against the City concerning LIUNA.

D. RETIREE MEDICAL BENEFITS

This is an Integral Part Trust (IPT) RHS Retiree Health Savings (RHS) plan (formerly the Medical Expense Reimbursement Program - "MERP"). Each member has an individual RHS account

("Account"), which accumulates based on the category they fall under (see Program Structure below). Funds from the Account may be used for eligible health care expenses after separation, retirement or a change in personnel status to a position that does not receive the RHS benefit. These changes in personnel status will activate the Account and allow funds to be withdrawn until the Account balance is depleted. Since the plan restricts all distributions to be spent for health insurance premiums and health care expenses, as defined by the Internal Revenue Code Publication 502, § 213(d) and the Plan document the contributions, fund investment earnings and benefit payments (when withdrawn from the Account) are not taxable when posted. Additionally, certain contributions may only be deposited upon retirement from the City. The categories are provided below.

1. Background

In 2005, the City replaced the previous "defined benefit" retiree medical program with a new "defined contribution" program. During the transition, employees and (then) existing retirees were administratively classified into different categories. The benefit is structured differently for each of the categories. The categories are as follows:

a. Category 1 - Employees who become eligible for the benefit after January 1, 2006. This may include new hires, rehires and part-time employees appointing to full ~~-time~~ time status.

b.

~~b.~~c. Category 2 - Employees who were active and enrolled in the previous defined benefit program as of December 31, 2005, eligible for the new defined contribution program as of January 1, 2006 and whose age plus years of service as of January 1, 2006 was less than 50 (46 for safety employees).

d.

~~c.~~e. Category 3 - Employees who were active and enrolled in the previous defined benefit program as of December 31, 2005, eligible for the new defined contribution program as of January 1, 2006 and whose age plus years of service as of January 1, 2006 was 50 or greater (46 for safety employees).

2. Eligibility

All covered employees are eligible for the RHS benefit. However, if an eligible employee separates or changes positions to a bargaining unit which does not offer this benefit, the member is no longer eligible for any contributions to the plan and their Account will be activated for use and withdrawal of funds by the employee (or former employee). This means if a Key and Management employee subsequently reappoints to a position which offers the RHS benefit, they will be enrolled in "Category 1" and must revest in the program. Any remaining balance deposited during prior eligibility will remain in the Account.

Employees who become ineligible (no longer covered by a City employee association, union or plan offering the RHS benefit) before vesting forfeit the City's Part B contribution. Said employee will only receive Part A and Part C contributions. The only exception is an active employee who separates before vesting due to an approved industrial disability. In such case, the employee will receive exactly five years' worth of Part B contributions, using the employee's age and

compensation at the time of separation for calculation purposes. This amount will be deposited into the employee's Account at the time of separation.

3. Account Contributions

Account contributions are categorized as Part A, Part B and Part C.

Part A contributions are a mandatory, automatic 1% employee contribution deducted each pay period and deposited into the Account through payroll. Deductions begin the pay period in which the employee becomes eligible and are reported to CalPERS as pensionable.

Part B contributions require a five-year vesting period which begins when the employee becomes eligible for the RHS benefit. At the conclusion of the vesting period, the City will credit the first five years' worth of Part B contributions into the Account (interest does not accrue during that period and the contributions are calculated at $2.50 per month for each year of the employee's full-time service plus age) and begin to contribute $2.50 per month for each year of the employee's full-time service plus age (e.g. 30 years old and five years of service would be a factor of 35. $2.50 x 35 = $87.50 per month). This factor is updated annually in the pay period including January 1. Part B contributions are not reported to CalPERS as pensionable.

The City's Part B contributions during active employment constitute the minimum CalPERS participating employer's contribution (i.e., the CalPERS statutory minimum amount) towards medical insurance after retirement. For retirees selecting a CalPERS medical plan, or any other plan with a similar employer contribution requirement, the required employer contribution will be deducted from the employer's contribution to the retiree's account.

Part C contributions are deposited into an employee's Account ~~when flex leave hours are converted to taxable cash through leave cash-out or~~ at the time of separation or status change. Spillover pay does not qualify for Part C contributions. Part C contributions are not reported to CalPERS as pensionable.

The City Council determines the level of contribution for all Key and Management employees, subject to the following constraints. All Key and Management employees must participate at the same level. The participation level shall be specified as a percentage of the flex leave balance available in each employee's leave bank at the time of separation from the City ~~,~~ or status change~~, or as a percentage of the flex leave balance being cashed out~~.

For example, if the City Council designates 30% Part C contributions, then each Key and Management employee leaving the City~~, or cashing out eligible leave at any other time,~~ would have the cash equivalent of 30% of the amount that is cashed out deposited to their RHS Account on a pre-tax basis. The remaining 70% would be paid in cash as taxable income. Individual employees do not have the option to deviate from this breakout.

Part C contributions are designated to be twenty percent (20%) flex leave.

Nothing in this section restricts taking leave for time off purposes.

4. Benefit

   a. Category 1: Employees in this category make Part A and receive Part B contributions (subject to vesting) automatically each pay period through payroll deductions. Part C contributions are received *at time of separation or status change*~~through cash outs~~. No contributions are made to Category 1 participants after separation.

   b.

   ~~b.~~c. Category 2: Employees in this category make Part A and receive Part B contributions (subject to vesting) automatically each pay period through payroll deductions. Part C contributions are received *at time of separation or status change*~~through cash outs~~. No contributions are made to Category 2 participants after separation.

If a Category 2 participant retires from the City with a minimum of 5 consecutive years of full-time service, the City will contribute to the participant's Account a one-time contribution equal to $100 per month for every month the participant contributed to the previous "defined benefit" plan up to a maximum of 15 years (180 months). This contribution is deposited into the Account at the time of retirement, and only if the employee retires from the City and becomes a CalPERS annuitant of the City of Newport Beach. No interest will be earned in the interim.

Category 2 participants with less than five years of continuous contributions into the prior defined benefit plan as of January 1, 2006: only the years of service after January 1, 2006 count towards Part B contributions upon vesting. Contributions in years before 2006 will be paid out as stated in the above paragraph.

   ~~c.~~*d.* Category 3: Employees in this category make Part A contributions automatically each pay period through payroll deductions. Category 3 participants do not receive any *Part B contributions. Part C contributions are received through* ~~*cash outs*~~*separations or status changes*.

If an eligible Category 3 participant retires from the City of Newport Beach, the City will deposit $400 per month into the Account upon retirement, up to a maximum of $4,800 per year, less the CalPERS minimum required employer contribution as determined by CalPERS annually, which shall continue if the employee or surviving spouse/qualified dependent is still living. To offset this expense to the City, active Category 3 participants will contribute an additional $100 per month to the plan until retirement. There is no cash out option for these funds and they cannot be spent in advance of receipt.

Category 3 participants also receive an additional one-time City contribution of $75 per month for every month they contributed to the previous plan prior to January 1, 2006, up to a maximum of 15 years (180 months). This contribution is deposited into the Account at the time of retirement, and only if the employee retires from the City. No interest will be earned in the interim. Contributions are contingent upon remaining a CalPERS annuitant of the City.

5. Administration

Vendors have been selected by the City to administer the program. The contract expense for

program-wide administration by the vendor will be paid by the City. However, specific vendor charges for individual account transactions that vary according to the investment actions taken by each employee, such as fees or commissions for trades, will be paid by each employee.

The City's Deferred Compensation Committee, or its successor committee, will have the authority to determine investment options that will be available through the plan.

## E. TUITION REIMBURSEMENT

*Subject to the limitations below,* Key and Management employees attending accredited ~~community colleges,~~ colleges, trade schools or universities, or recognized professional organizations or agencies may apply for reimbursement of the cost of tuition, books, fees or other student expenses for approved job–related coursework, seminars or professional development programs. *Travel expenses are not eligible for reimbursement.* The maximum annual benefit is $2,000 per fiscal year. Reimbursement is contingent upon the successful completion of the course. Successful completion means a grade of "C" or better for undergraduate courses and a grade of "B" or better for graduate courses. All claims for tuition reimbursement require the approval of the Human Resources Director or designee.

## F. AUTO ALLOWANCE

Positions in the Executive Management and Administrative Management groups may be eligible for a limited auto allowance, between $200 and $400 per month, based on operational necessity and upon the determination of the City Manager.

## G. 401(a) DEFINED CONTRIBUTION PLAN

Upon City Council adoption of this Plan, employees in those classifications designated as Executive Management shall have a 401(a) defined contribution plan account set up by the City which is subject to the rules of Internal Revenue Code section 415(b). The City shall contribute to each eligible employee's 401(a) defined contribution plan account each pay period as follows:

~~Effective the first day of the pay period following City Council adoption of this Plan, or as soon thereafter as is reasonably practicable,~~ The City shall contribute a total of two percent (2%) of base salary to each employee's 401(a) defined contribution plan account on a pre-~~-~~tax basis. Employees are immediately 100% vested in all employer contributions made to their 401(a) defined contribution plan account.

Under federal law, there is an annual maximum contribution which may be made to an employee's 401(a) defined contribution plan account. If an employee's account contributions reach the annual maximum, the City will stop making contributions for the remainder of the calendar year and will not owe the employee any additional compensation related to this section.

## SECTION 5. MISCELLANEOUS

### A. PROBATIONARY PERIOD

Newly hired employees shall serve a twelve (12)-month probationary period. Any employee who is promoted shall be required to successfully complete a six (6) month probationary period in the new position. All Executive Management *and Administrative Management – Safety* positions serve as at-will employees as that term is defined in California Labor Code section 2922 *and/or the City of Newport Beach City Charter Article VIII, Section 801* and can be released from employment at any time without cause or due process.

The City Manager, City Attorney and City Clerk serve at the pleasure of the City Council.

### B. DIRECT DEPOSIT

All newly hired employees shall participate in the payroll direct deposit system.

### C. EXEMPT AND NON-EXEMPT STATUS

All classifications in Key and Management are classified as exempt from overtime under the FLSA, with the following exceptions:

Administrative Assistants to the Police Chief, Fire Chief, City Attorney, Assistant City Manager, *and* Human Resources Director

Administrative Assistant-Confidential, Fiscal Specialist ~~–~~ Confidential, Human Resources Specialist, *and* ~~I/II~~ Paralegal

### D. ALTERNATIVE WORK SCHEDULES

The City agrees to maintain flex-scheduling where it is currently operating successfully. Any new flex scheduling must be approved by the City Manager prior to implementation.

Employees assigned to the 9/80 work schedule will have alternating Fridays off with the City determining which employees will work on each alternating Friday to ensure effective coverage of the work. These employees' FLSA workweeks shall begin four hours after the start time of their alternating regular day off and end exactly 168 hours later.

6666666666

~~E.~~ TELECOMMUTING PROGRAM
E.

The City agrees to a telecommuting program that will provide for 80 hours per calendar year of telecommuting hours to be used in accordance with City policy. The provisions of the policy shall not trigger any right of grievance or appeal. ~~The City will agree to explore a telecommuting program that will provide for 80 hours of telecommuting hours per year to be used in accordance with City policy. The terms and conditions are subject to management approval before the program will be implemented. Additionally, the provisions of the policy shall not trigger any right of grievance or appeal. This will be a pilot program which shall terminate upon the expiration of this Plan.~~

~~F.~~
F. OVERPAYMENT

*Employees will be notified by Payroll or Human Resources prior to the recovery of overpayments on paychecks. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Finance Department or Human Resources. Such recovery shall not exceed 15% per month of disposable earnings, as defined by State law, except a mutually agreed upon accelerated payment plan for faster recovery.*

*Recoupments under this section shall be limited to forty-eight (48) months. However, nothing in this section is intended to preclude the City from seeking recoupment of overpayments due to fraud or other knowing concealment through any available legal forum.*

G. INCENTIVES

The City Manager may authorize incentives to aid in retention of Key and Management employees. Incentives may include those inducements identified in Section 6 of the City's Employee Policy Manual related to recruitments or appointments, including additional paid leave, educational expenses, or deferred compensation contributions.

H. EMPLOYEE POLICY MANUAL

The City of Newport Beach's Employee Policy Manual shall govern all issues not addressed in this document with respect to wages, hours and other terms and conditions of employment.

# ATTACHMENT B

## Estimated Cost of K&M Plan

**City of Newport Beach**
**K&M Compensation Plan**

| | Current | FY 2025/26 | FY 2026/27 | FY 2027/28 |
|---|---|---|---|---|
| **Key Contract Terms** | | | | |
| COLA | | 5% | 4% | 3% |
| Medical Insurance | | Increase by $300/Month, no cash back | | |
| CalPERS Employee Pickup | | Reduce EE Contribution to 8% | | |
| Holiday Pays | | Christmas Eve & New Years Eve full pay | | |
| Holiday Closure Leave | | 3 Days | | |
| **Summary of Proposal Cost [1]** | | | | |
| **Baseline Compensation** | | | | |
| Base Pay | $16,692,294 | $834,615 | $1,535,691 | $2,082,531 |
| Supplemental Pays | 46,501 | 110,954 | 116,953 | 121,633 |
| Overtime | 26,890 | 1,345 | 2,474 | 3,355 |
| Pension Contribution | 1,283,259 | 620,686 | 696,843 | 756,246 |
| Cafeteria Plan | 2,021,286 | 116,878 | 116,878 | 116,878 |
| Other City Paid Benefits[2] | 1,304,537 | 46,900 | 85,031 | 114,774 |
| **Total** | **$21,374,767** | **$1,731,377** | **$2,553,871** | **$3,195,416** |
| **Cumulative Impact on Employee Compensation** | | | | |
| Base Salary Increase[3] | | 5.00% | 9.20% | 12.48% |
| Total Compensation Increase[4] | | 8.10% | 11.95% | 14.95% |
| **Key Contract Terms** | | | | |
| COLA | | 948,973 | 1,744,846 | 2,365,627 |
| Holiday Pays | | 21,801 | 22,673 | 23,353 |
| Holiday Closure Leave | | 87,203 | 90,691 | 93,412 |
| Medical Insurance | | 116,878 | 116,878 | 116,878 |
| CalPERS Employee Pickup | | 556,523 | 578,784 | 596,147 |
| **Total** | | **1,731,377** | **$2,553,871** | **$3,195,416** |

**Notes**

[1] Costs shown in years two and three reflect the cumulative budget impact in each year as compared to the current budgeted amounts.

[2] Includes Medicare, Compensated Absences, Retiree Health Savings, Life Insurance, EAP.

[3] Percentage shown in each year is as compared to current base salary, not the prior year.

[4] Measured based on the total of all pay and benefits. Percentage shown in each year is as compared to current total compensation, not the prior year.

[5]The costs shown reflect additional annual expenses for the corresponding fiscal years.

CITY OF

# NEWPORT BEACH

## City Council Staff Report

July 8, 2025
Agenda Item No. 12

| | |
|---|---|
| **TO:** | HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL |
| **FROM:** | David Miner, Chief of Police - 949-644-3701, dminer@nbpd.org |
| **PREPARED BY:** | Brad Miller, Lieutenant - 949-644-3750, bmiller@nbpd.org |
| **TITLE:** | School Resource Officer Program Agreement |


**ABSTRACT:**

The Police Department requests City Council approval of a new school resource officer (SRO) agreement with the Newport-Mesa Unified School District (NMUSD), which continues the deployment of three SROs, funded equally by the City of Newport Beach and NMUSD.


**RECOMMENDATIONS:**

a) Determine that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because it will not result in a physical change to the environment, directly or indirectly; and

b) Approve the agreement between the City of Newport Beach and Newport-Mesa Unified School District to participate in the School Resource Officer Program and authorize the Mayor and City Clerk to execute the agreement on behalf of the City of Newport Beach.

**DISCUSSION:**

On September 27, 1999, the City Council approved an agreement between the City of Newport Beach and NMUSD to provide two, full-time police officers to work as SROs at the city's two public high schools: Corona del Mar High School and Newport Harbor High School. The agreement also specified that the Corona del Mar High School SRO would provide similar services to Ensign Middle School. The original agreement term took effect on February 7, 2000, and expired on February 7, 2003. After it expired, the City approved annual amendments to the original agreement to continue the services of this program.

During the 2011 annual request for amendment by NMUSD, the City Attorney's Office recommended creating a new agreement that more accurately described the services provided and the agreement was revised. Since the original agreement, some services have changed, including discontinuation of D.A.R.E. instruction at the two high schools and the assignment of the high school SROs to also service both middle schools. Ultimately, the Corona del Mar High School SRO was assigned to also service Corona del Mar Middle School and the Newport Harbor High School SRO was assigned to service Newport Harbor High School and Ensign Middle School.

On June 12, 2018, the City Council approved the Fiscal Year 2018-19 budget, which included the addition of a third SRO under the same terms as the two existing SROs, including equally shared funding with NMUSD.

On June 24, 2020, the City Council approved an updated agreement between the City and NMUSD which included language to allow a decrease in funding provided by the NMUSD during unplanned, long-term school closures of more than 30 days. The SRO agreement has been renewed annually since 2020. The FY 2024-25 agreement expired on June 30, 2025.

The proposed agreement with NMUSD includes the existing deployments with the same three SROs and the language to allow a decrease in the funding provided by NMUSD during unplanned, long-term school closures of more than 30 days. The proposed agreement allows the Police Department to assign one SRO to Newport Harbor High School, one SRO to Corona del Mar High School and Corona del Mar Middle School, and one SRO to cover the high schools when the designated high school SRO is not on duty. The “cover SRO” is based at Ensign Middle School and also serves NMUSD elementary schools within the city as needed. These SRO assignments are subject to change at the discretion of the police chief.

The proposed agreement incorporates several updates aimed at enhancing safety and security at NMUSD campuses. Key changes include the NMUSD providing access to student records, campus cameras, security systems, and tip reporting systems. Additionally, the agreement establishes the expectation that the NMUSD will consult with officers on all law-enforcement-related matters, including the annual development of safety plans, lockdown drills, and threat assessments. Under the terms of the agreement, the City will assign a minimum of two officers to NMUSD campuses during school days and will complete school site vulnerability assessments of all NMUSD school sites located within Newport Beach.

The proposed agreement includes an update to the funding provisions, whereby the NMUSD will fund overtime to ensure that a minimum of two officers are on duty during each school day. The agreement also adds language to ensure officer overtime incurred during after-hour incidents is covered. Additionally, the agreement provides for the equal sharing of costs related to school-specific training for school resource officers.

The goal of the SRO program is to work collaboratively within the school community to provide safe learning environments; foster positive relationships with students, educators, parents and community members; and to develop strategies to resolve problems that affect youth, so that they can reach their full potential. The role of the SRO includes promoting a positive image of law enforcement to school children and school communities.

**FISCAL IMPACT:**

The adopted budget includes sufficient funding for this agreement. Per the agreement, the full salary and benefits for three school resource officers (police officers) will be funded equally through the Police Department's budget (50 percent) and the NMUSD (50 percent). Funding for the three police officers is included in the Police Department's FY 2025-26 budget, as are revenues from the NMUSD in the amount of $379,584.00. The expenses will be charged to salary and benefits accounts in the Police Department, Detective Division (Organization Code 01035355).

**ENVIRONMENTAL REVIEW:**

Staff recommends the City Council find this action 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, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**NOTICING:**

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

**ATTACHMENT:**

Attachment A - Agreement with Exhibit A (SRO Compensation Rate)

## ATTACHMENT A

# AGREEMENT BETWEEN THE CITY OF NEWPORT BEACH AND THE NEWPORT-MESA UNIFIED SCHOOL DISTRICT TO PARTICIPATE IN THE SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT FOR SCHOOL RESOURCE OFFICER PROGRAM ("Agreement") is made and entered into as of this 1st day of July, 2025 ("Effective Date") by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and NEWPORT-MESA UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California ("District"), whose address is 2985 Bear Street, Costa Mesa, CA 92626 and is made with reference to the following:

## RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statues of the State of California and the Charter of City.

B. District is a political subdivision of the State of California located in Orange County, California, and is organized and exists pursuant to the laws of the State of California.

C. District is in need of special services available through the School Resource Officer Program (the special services are described in Section 2 and are referred to collectively as the "Services").

D. District is authorized to enter into this Agreement pursuant to the laws of the State of California.

E. City employs sworn peace officers specially trained, experienced and competent to provide the Services and City is willing to provide Services to District on the terms and in the manner provided in this Agreement.

F. This Agreement is not intended to modify any program or service provided by City to District as of the Effective Date except as expressly provided.

## AGREEMENT

NOW THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

### 1. TERM

The term of this Agreement shall commence on the Effective Date and shall expire on June 30, 2026 unless extended pursuant by written agreement of the parties or terminated as specified in Section 7.

### 2. CITY SERVICES

**2.1 Services - General.** City will provide three (3) full time sworn peace officers with the Newport Beach Police Department to function as School Resource Officers ("SROs"). The SROs shall perform services under the supervision and control of the Newport Beach Chief of Police ("Chief of Police"). The type and manner of performance of the Services should be consistent with the expressed goals and objectives

of the District and interest of the City. The Services contemplated by this Agreement are limited to the District schools located within the city of Newport Beach, including Newport Harbor High School ("NHHS"), Corona del Mar High and Corona del Mar Middle School ("CDMHS/MS"), Ensign Middle School, and any District elementary schools in the city in need of SRO presence (collectively "Newport Schools").

City shall perform the following services:

2.1.1 Establish and maintain SROs to act as liaisons between District personnel, Newport Beach Police Department personnel, and elements of the juvenile justice system.

2.1.2 SROs shall serve as a resource to District employees such as administrators, faculty and security personnel as well as students and their guardian(s) on all law enforcement-related issues, including but not limited to, campus safety, bicycle safety, threat assessment, crime prevention and investigation.

2.1.3 Assign one SRO to NHHS, one SRO to CDMHS/MS, and one SRO to cover the high schools when the designated high school SRO is not on duty. The cover SRO shall be based at Ensign Middle School and may also serve District elementary schools within the city as needed. These SRO campus assignments are subject to change, at the discretion of the Chief of Police.

2.1.4 Staff a minimum of two Newport Beach Police officers at NHHS and CDMHS/MS when designated SROs are not on duty.

2.1.5 SRO shall spend a minimum of seventy-five percent (75%) of their time allocated in this Agreement in and around their assigned campus, where an SRO is assigned to a particular school. Officers shall maintain a visible presence during school hours.

2.1.6 SRO shall conduct patrol activity in and around the Newport Schools.

2.1.7 SRO shall conduct preliminary and follow-up investigations of crimes that occur at the Newport Schools or involving students of the Newport Schools.

2.1.8 SRO shall coordinate with District to 1) complete an annual school site vulnerability assessment; and 2) participate in, and provide input on, lockdown drills and other safety plans and protocols, for all Newport Schools.

2.1.9 SRO shall act and work as school officials and assist the Superintendent, principals, faculty, and staff in enforcing the campus code of conduct and other school rules in order to maintain a safe learning environment. When it pertains to preventing a disruption that would, if ignored, place students, faculty, and staff at risk of harm, the Officers will work to resolve the problem to preserve the school climate. In all other cases, disciplining students is a District responsibility, and the Officers will intervene and take students who violate the code of conduct to the school principal, or designee, where school discipline can be meted out.

2.1.10 SROs shall have access to students' education records when there is a legitimate educational interest in the records, consistent with the Federal Educational and Rights and Privacy Act of 1974 (FERPA). During the school day on campus, District administrators grant access when requested by SROs. SROs are prohibited from re-disclosing a student's educational record or knowledge learned from the student's educational record to any other outside sources, including the local police department, unless the disclosure meets an exception to FERPA's disclosure/re-disclosure prohibition.

**2.2 Services - Security.** The Services performed by Officers pursuant to this Agreement are not intended to supplant those provided by existing District security personnel. District may request security services from City pursuant to other provisions of this Agreement.

## 3. DISTRICT DUTIES

**3.1** In addition to other duties specified in this Agreement, District shall do the following:

3.1.1 **Staff Liaison.** District will designate its Administrative Director I of Student Services, or an alternate as designated by the Superintendent, as a liaison to the NBPD to facilitate communication between District personnel and the SROs as well as to coordinate the SRO's involvement with District activities and events.

3.1.2 **Remote Access**. District shall ensure SROs have remote access to student records pursuant to Section 2.1.10. SROs are required to document their interactions with students related to investigations.

3.1.3 **School Site Cameras and Security**. District shall ensure SROs have access to cameras, security systems and tip-reporting systems for Newport Schools.

3.1.4 **District Personnel – Coordination.** District personnel shall consult with SROs on all law enforcement-related issues including, but not limited to, school site safety, threat assessment, crime prevention and investigation. The District shall include SROs in the annual development of safety plans, lockdown drills and threat assessments.

3.1.5 **District Personnel - Cooperation.** District personnel shall cooperate with the Officers to facilitate their performance of Services pursuant to this Agreement.

## 4. OPERATIONAL PROCEDURES

**4.1 Uniformed Officers.** The SROs will perform their duties in full police uniform. This uniform will include safety equipment designated for use by sworn field personnel pursuant to Newport Beach Police Department policy or practice.

**Services- Timing.** City shall provide the three (3) Officers to District five (5) days a week, ten (10) hours each day for four (4) days and eight (8) hours for the 5th (1) day. City shall use its best efforts to ensure that Services are provided to the same campus by the same person except when he/she is on paid leave or otherwise absent. Subject to provisions of relevant City personnel policies or labor agreement, City

shall use its best efforts to schedule the SRO's time off to coincide with weekends/school holidays. City shall use its best efforts to schedule SROs so that at least two (2) of the three (3) SROs is on duty each day that school is in session and that each SRO can be present during special school activities. In the event two (2) SROs are not available, the City shall use its best efforts to schedule Newport Beach Police officers through overtime shifts, to ensure there are a minimum of two (2) officers assigned to Newport Schools each day that school is in session

## 5. FUNDING

**5.1 Funding of Personnel.** District shall pay City fifty percent (50%) of the total compensation paid to the three (3) SROs by City. The term "total compensation" includes salary and benefits as those exist on the Effective Date and as modified from time to time during the term of this Agreement. The SROs current rate is attached hereto as Exhibit A and incorporated herein by reference. SRO rates listed on Exhibit A shall be subject to change at the discretion of the Chief of Police.

**5.2 Funding – Overtime.**

5.2.1 District shall pay City all costs City incurs for after-hour response (after regularly assigned shifts) by SROs to incidents or any District related business, including phone calls to SROs,. District shall pay City all costs that City incurs in providing additional services as requested by the District liaison, with the understanding that City is generally required to pay officers at least one and one-half (1 ½) times their regular rate of pay for overtime.

5.2.2 District shall pay City all costs City incurs to provide additional coverage at Newport Schools, for the 5th day of service, per Section 4.2, with the understanding that City is generally required to pay officers at least one and one-half (1½) times their regular rate of pay for overtime.

**5.3 Funding - Supplemental Services.** District may request City provide additional services (services in addition to those performed during the normal four (4) day, ten (10) hour work week) by an Officer during evening or weekend events such as PTA meetings, Back-to-School nights, Open House(s), sporting event(s), dance(s), prom(s) or other District-sponsored events. City shall use its best efforts to provide the requested services by the Officer assigned to the campus at which the event or activity is scheduled. District shall pay City all costs that City incurs in providing additional services as requested by the District representative, with the understanding that City is generally required to pay officers at least one and one-half (1 ½) times their regular rate of pay for overtime.

**5.4 Funding – Training.** District shall pay City fifty percent (50%) of the training costs for school specific training including, but not limited to, School Resource Officer training ("Training"), active shooter training, child abuse investigations, juvenile mental health training, de-escalation training for school personnel, child forensic interviewing and school threat assessment. The training costs shall include: class tuition, per diem, parking and mileage. District's contribution for Training shall not exceed $3,000, annually.

**5.5 District Payments.** District shall pay its share of the total compensation of the three (3) SROs within thirty (30) days of receipt of invoices submitted quarterly (ninety (90) days after the initial invoice). District shall pay for supplemental services within thirty (30) days of receipt of an invoice from City.

**5.6 Closures.** While District and City currently share the costs of SROs equally, should there be an extended closure of District schools (longer than 30 days) due to an unforeseen event that diminishes the need of SROs on school campuses and allows City to redeploy SROs to other agency duties, City will assume 80% of the costs of SROs after the 30th consecutive day of such a closure while the District will continue to be responsible for 20% of the such costs. Equally shared costs pursuant to Section 5.1 of SROs between the District and the City would resume once the District begins normal operation, which includes the re-entry of students onto District campuses.

## 6. SPECIAL PROVISIONS

**6.1 Selection of Officer.** The Chief of Police will determine those individuals best suited for the assignment and advise the District of the eligible candidates. The Chief of Police shall select the SROs to be assigned from the eligible candidates (or from other qualified staff, should no one express an interest), after consideration of any input from the District representative.

**6.2 Special Events.** The School Resource Officer Program shall not supplant or alter the existing District practice of hiring Newport Beach Police Department personnel for the purpose of policing special events. However, if the District has requested the SRO's presence at an event, or requested supplemental services to be provided by the Officer, he/she may be used as one officer hired to police a special event at his/her assigned campus.

**6.3 Grant Administrative Requirements.** The City and District will be responsible for their own respective grant monies received, if any, including all administrative duties and responsibilities. This includes receipt and disbursement of funds, financial reporting, and grant management issues.

## 7. TERMINATION

District or City may terminate this Agreement without cause any time subsequent to one hundred twenty (120) days after the Effective Date, by giving ninety (90) days written notice to the other Party. In the event of termination, District shall compensate City for Services performed to the date of termination. City shall continue to provide Services after notice to terminate and during the ninety (90) day notice period unless District, in the notice, requests City not perform Services. The notice shall be deemed given when personally delivered to the District or City representative or three (3) days after the date the notice is deposited in the United States mail, first-class postage prepaid, and addressed to the appropriate representative as specified in this Agreement.

## 8. INDEMNIFICATION

**8.1 District Obligations.** District agrees to defend, indemnify and hold City, its elected and appointed officials, officers, and employees harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, to which City may become subject in connection with District's negligence related to the scope of District's activities pursuant to this Agreement. This Agreement does not

however, extend to claims or actions that result from the negligence of the City, its elected and appointed officials, officers, and employees. District assumes workers' compensation liability for injury or death of its officers, agents, employees and volunteers, and assumes no workers' compensation responsibility for the City.

**8.2 City's Obligations.** City agrees to defend, indemnify and hold District, its officers, agents, employees and volunteers harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, to which District may become subject in connection with City's negligence related to the scope of City's activities pursuant to this Agreement. This Agreement does not, however, extend to claims or actions that result from the negligence of the District, officers, agents, employees and volunteers. City assumes workers' compensation liability for injury or death of its elected and appointed officials, officers, and employees, and assumes no workers' compensation responsibility for the officers, agents, employees and volunteers of the District.

## 9. ASSIGNMENT

This Agreement may not be assigned or transferred by either Party without the express written consent of the other Party.

## 10. NOTICE/REPRESENTATIVES

The City and District have designated the following representatives to receive notices and act in their agency's behalf in the administration of this Agreement:

City:

Chief of Police
Newport Beach Police Department 870
Santa Barbara Drive
Newport Beach, CA 92660

District:

Superintendent of Schools
Newport Mesa Unified School District
2985 Bear Street
Costa Mesa, CA 92626

## 11. NO THIRD PARTY BENEFICIARY

This Agreement, including, but not limited to, the indemnification provisions, is for the benefit of the parties only and does not create, nor is it intended to create, any benefit or liability to third parties.

## 12. STANDARD PROVISIONS

**12.1 Recitals.** City and District acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

**12.2 Compliance with all Laws.** District shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.

**12.3 Waiver.** A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

**12.4 Integrated Contract.** This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

**12.5 Conflicts or Inconsistencies.** In the event there are any conflicts or inconsistencies between this Agreement and any attachments attached hereto, the terms of this Agreement shall govern.

**12.6 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

**12.7 Amendments.** This Agreement may be modified or amended only by a written document executed by both District and City and approved as to form by the City Attorney.

**12.8 Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

**12.9 Controlling Law and Venue.** The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

**12.10 Equal Opportunity Employment.** District represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, age or any other impermissible basis under law.

**12.11 No Attorney's Fees.** In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorney's fees.

**12.12 Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF,** the parties have caused this MOU to be executed on the dates written below.

**APPROVED AS TO FORM:**
**CITY ATTORNEY'S OFFICE**

Date: 6/26/25

By: Jose Montoya for
Aaron C. Harp
City Attorney
6.26.25 AH

**ATTEST:**
Date: _____

By: _____
Molly Perry
Interim City Clerk

**CITY OF NEWPORT BEACH,**
A California municipal corporation and charter city
Date: _____

By: _____
Joseph Stapleton
Mayor

**NEWPORT-MESA UNIFIED SCHOOL DISTRICT**, a political subdivision of the State of California
Date: _____

By: _____
Dr. Kerrie Torres
Deputy Superintendent
Secondary Education

Approved or ratified by the Newport-Mesa Unified School District Board.

Date: _____

**[END OF SIGNATURES]**

Attachments: Exhibit A: School Resource Officer Employee Benefit Analysis

EXHIBIT A

**City Of Newport Beach**
**School Resource Officer Employee Benefit Anaylsis**
**Fiscal Year 2025-26 Budget Projections**

| | Police Officer A | | Police Officer B | | Police Officer C | |
|---|---|---|---|---|---|---|
| | Annual | Hourly | Annual | Hourly | Annual | Hourly |
| **Total Compensation** | **252,580** | **121.43** | **252,519** | **121.40** | **254,069** | **122.15** |

CITY OF

# NEWPORT BEACH

## City Council Staff Report

July 8, 2025
Agenda Item No. 13

| | |
|---|---|
| **TO:** | HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL |
| **FROM:** | Seimone Jurjis, Assistant City Manager/Community Development Director - 949-644-3232, sjurjis@newportbeachca.gov |
| **PREPARED BY:** | Tonee Thai, Deputy Community Development Director- Chief Building Official - 949-718-1867, tthai@newportbeachca.gov |
| **TITLE:** | Professional Services Agreements for Building Safety Related Services with VCA Code, Jlee Engineering, Inc., CSG Consultants, and Bureau Veritas North American Inc. |


**ABSTRACT:**

For the City Council's consideration is a request to approve four professional services agreements for Building Safety-related services. The City of Newport Beach continues to experience strong private property development activity, which requires the support of qualified consultant services to supplement the staffing resources of the Community Development Department (CDD) Building Division. These contract services provide the flexibility to scale staffing in response to fluctuations in development activity, expanding during periods of growth and contracting during economic slowdowns.

CDD recently conducted a formal Request for Proposals (RFP) process to secure professional support for Building Safety services, including on-call plan review, inspection, permit processing, and staff augmentation. Following a thorough evaluation of multiple proposals, staff recommends the City enter into three-year professional services agreements with the following firms:

- The Code Group
- JLee Engineering, Inc.
- CSG Consultants, Inc.
- Bureau Veritas North America, Inc.


**RECOMMENDATIONS:**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

b) Approve and authorize the Mayor and City Clerk to execute a three-year professional services agreement with The Code Group, dba VCA Code, with a not-to-exceed the amount of $500,000, in a form substantially similar to the agreement attached to the staff report;

c) Approve and authorize the Mayor and City Clerk to execute a three-year professional services agreement with JLee Engineering, Inc. with a not-to-exceed the amount of $620,000, in a form substantially similar to the agreement attached to the staff report;

d) Approve and authorize the Mayor and City Clerk to execute a three-year professional services agreement with CSG Consultants, Inc. with a not-to-exceed the amount of $500,000, in a form substantially similar to the agreement attached to the staff report; and

e) Approve and authorize the Mayor and City Clerk to execute a three-year professional services agreement with Bureau Veritas North America Inc. with a not-to-exceed amount of $500,000, in a form substantially similar to the agreement attached to the staff report.

**DISCUSSION:**

The Community Development Department anticipates a significant increase in residential development activity because of the City's recently adopted housing overlay in compliance with State Housing Element law. Contract services provide the City with the flexibility to adapt to increased workloads during periods of development growth, while also allowing for the reduction of services during economic slowdowns.

CDD regularly relies on external consulting firms to support plan review and staff augmentation functions. However, the availability of consultant personnel can vary depending on the firm's internal staffing levels and existing contractual obligations at the time services are requested. In some instances, consultants have been unable to meet the City's demand, resulting in delays in the timely processing of permits and reviews.

To mitigate these challenges and enhance service delivery, staff proposes entering into professional services agreements with four consulting firms for the upcoming three-year period. This approach will improve the department's ability to secure necessary resources and maintain service continuity during peak development periods.

Staff's recommendation is based on the quality of the submitted proposals, the consultants' relevant experience, and the availability of qualified personnel. The following table summarizes the RFP submissions and staff's recommended consultant selections:

RFP#: 25-37 — Building Plan Review

Scope: Provide Building Safety plan review services and staff augmentation.

| Proposals Submitted By: | Staff Recommendation: |
|---|---|
| 1. 4LEAF, Inc.<br>2. Artin LLP<br>3. Bureau Veritas North America, Inc.<br>4. CSG Consultants<br>5. FEI Associates Consulting Engineers<br>6. Hayer Consultants, Inc.<br>7. Interwest Consulting Group<br>8. JLee Engineering, Inc.<br>9. JM Consulting Engineers, Inc.<br>10. Shums Coda Associates, Inc.<br>11. The Code Group, Inc.<br>12. Transtech Engineers, Inc.<br>13. TRB + Associates, Inc.<br>14. True North Compliance Services, Inc.<br>15. Urban37, Inc.<br>16. Willdan Engineering | 1. The Code Group<br>2. JLee Engineering<br>3. CSG Consultants<br>4. Bureau Veritas North America, Inc. |

RFP #: 25-37 — Building Inspection Services

Scope: Provide up to two qualified inspectors to assist City staff with timely inspection services.

| Proposals Submitted By: | Staff Recommendation: |
|---|---|
| 1. 4LEAF, Inc.<br>2. Artin LLP<br>3. Bureau Veritas North America, Inc.<br>4. CSG Consultants<br>5. FEI Associates Consulting Engineers<br>6. Hayer Consultants, Inc.<br>7. Interwest Consulting Group<br>8. JLee Engineering, Inc.<br>9. JM Consulting Engineers, Inc.<br>10. Shums Coda Associates, Inc.<br>11. The Code Group, Inc.<br>12. Transtech Engineers, Inc.<br>13. TRB + Associates, Inc.<br>14. True North Compliance Services, Inc.<br>15. Urban37, Inc.<br>16. Willdan Engineering | 1. The Code Group<br>2. JLee Engineering<br>3. CSG Consultants<br>4. Bureau Veritas North America, Inc. |

RFP #: 25-37 — Building Permit Technician Services

Scope: Provide one qualified permit technician to assist City staff.

| Proposals Submitted By: | Staff Recommendation: |
|---|---|
| 1. 4LEAF, Inc.<br>2. Artin LLP<br>3. Bureau Veritas North America, Inc.<br>4. CSG Consultants<br>5. FEI Associates Consulting Engineers<br>6. Hayer Consultants, Inc.<br>7. Interwest Consulting Group<br>8. JLee Engineering, Inc.<br>9. JM Consulting Engineers, Inc.<br>10. Shums Coda Associates, Inc.<br>11. The Code Group, Inc.<br>12. Transtech Engineers, Inc.<br>13. TRB + Associates, Inc.<br>14. True North Compliance Services, Inc.<br>15. Urban37, Inc.<br>16. Willdan Engineering | 1. The Code Group<br>2. JLee Engineering<br>3. CSG Consultants<br>4. Bureau Veritas North America, Inc. |

RFP #: 25-37 — On-Call Structural Review Service

Scope: Provide on-call plan review of complex structural design for conformance to the latest adopted codes and standards.

| Proposals Submitted By: | Staff Recommendation: |
|---|---|
| 1. 4LEAF, Inc.<br>2. Artin LLP<br>3. BPR Consulting Group<br>4. Bureau Veritas North America, Inc.<br>5. CSG Consultants<br>6. FEI Associates Consulting Engineers<br>7. Hayer Consultants, Inc.<br>8. Interwest Consulting Group<br>9. JLee Engineering, Inc.<br>10. JM Consulting Engineers, Inc.<br>11. MRH Structural Engineers, Inc.<br>12. Shums Coda Associates, Inc.<br>13. The Code Group, Inc.<br>14. Transtech Engineers, Inc.<br>15. TRB + Associates, Inc.<br>16. True North Compliance Services, Inc.<br>17. Urban37, Inc.<br>18. West Coast Code Consultants, Inc. | 1. JLee Engineering |

**FISCAL IMPACT:**

The total cost for the four consulting firms is not to exceed $2,000,000 over three years. The adopted budget includes sufficient funding for this request. It will be expensed to the Professional Service account in the Community Development Department, 0105042-811008.

**ENVIRONMENTAL REVIEW:**

Staff recommends the City Council find this action 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, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**NOTICING:**

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

**ATTACHMENTS:**

Attachment A–Professional Services Agreement with The Code Group, Inc. (VCA Code)
Attachment B–Professional Services Agreement with JLee Engineering, Inc.
Attachment C–Professional Services Agreement with CSG Consultants, Inc.
Attachment D–Professional Services Agreement with Bureau Veritas North America, Inc.

# Attachment A

Professional Services Agreement with The Code Group, Inc.

# PROFESSIONAL SERVICES AGREEMENT WITH THE CODE GROUP, INC. FOR STAFF AUGMENTATION AND PLAN REVIEW SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 8th day of July, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and THE CODE GROUP, INC., a California corporation ("Consultant"), whose address is 1845 W. Orangewood Avenue, Suite 200, Orange, CA 92868, and is made with reference to the following:

## RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. City desires to engage Consultant to provide staff augmentation and plan review services ("Project").

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.

D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

## 1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on July 8, 2028, unless terminated earlier as set forth herein.

## 2. SERVICES TO BE PERFORMED

Consultant shall diligently perform all the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). City may elect to delete certain Services within the Scope of Services at its sole discretion.

## 3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A. In the absence of a specific schedule, the Services shall be performed to

completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

## 4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Five Hundred Thousand Dollars and 00/100 ($500,000.00),** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement.

Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B.

## 5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Bob Heinrich to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

## 6. ADMINISTRATION

This Agreement will be administered by the Community Development Department. City's Deputy Community Development Director/Chief Building Official or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

## 7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

## 8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the

requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

## 9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties"), from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), and which relate (directly or indirectly) to the negligence, recklessness, or willful misconduct of the Consultant or its principals, officers, agents, employees, vendors, suppliers, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them, and/or if it is subsequently determined that an employee of Consultant is not an independent contractor.

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

## 10. INDEPENDENT CONTRACTOR

10.1 It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees.

Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

10.2 Consultant agrees and acknowledges that no individual performing Services or Work pursuant to this Agreement shall: work full-time for more than six (6) months; work regular part-time service of at least an average of twenty (20) hours per week for one year or longer; work nine hundred sixty (960) hours in any fiscal year; or already be a CalPERS member.

10.3 Consultant must submit to and pass a criminal background investigation by providing a complete set of fingerprints to City prior to commencing or performing Services or Work. Consultant is required to submit any fees for the criminal background investigation according to the City's most current administrative fee schedule or successor document. Fingerprints may be required to be updated every five (5) years.

## 11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

## 12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

## 13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

## 14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

## 15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

## 16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

## 17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes

full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

## 18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

## 19. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

## 20. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

## 21. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

## 22. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have

resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

## 23. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

## 24. CONFLICTS OF INTEREST

24.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

## 25. NOTICES

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

25.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Deputy Community Development Director/Chief Building Official
Community Development Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

25.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Tom VanDorpe
The Code Group, Inc.
1845 W. Orangewood Avenue
Orange, CA 92868

## 26. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.).*

## 27. TERMINATION

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

## 28. STANDARD PROVISIONS

28.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

28.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

28.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach

of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

28.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

28.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

28.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

28.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

28.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

28.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

28.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

28.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:**
**CITY ATTORNEY'S OFFICE**
Date: 6/17/25

By: Joe Montoya for
Aaron C. Harp
City Attorney
6.17.25 AF

**CITY OF NEWPORT BEACH,**
a California municipal corporation
Date:_____

By:_____
Joe Stapleton
Mayor

**ATTEST:**
Date:_____

By:_____
Leilani I. Brown
City Clerk

**CONSULTANT:** The Code Group, Inc., a California corporation
Date:_____

By:_____
Thomas VanDorpe
Chief Executive Officer, Secretary

**[END OF SIGNATURES]**

Attachments: Exhibit A – Scope of Services
Exhibit B – Schedule of Billing Rates
Exhibit C – Insurance Requirements

# EXHIBIT A
# SCOPE OF SERVICES

## SECTION A: BUILDING PLAN REVIEW, INSPECTION, AND PERMIT TECHNICIAN SERVICES

**Plan Review Services:**

The City of Newport Beach ("City") is seeking proposals from qualified Consultants to assist the City's Building Division with timely and accurate plan check services for the following scope of plan check. The selected Consultant is asked to provide consultants on staff. Consultant shall:

- Review residential, commercial and industrial buildings for compliance with the City-adopted codes, including California Building and Residential Codes, Green Code, Mechanical Code, Plumbing Code, and Electrical Code; The City of Newport Beach Municipal Code; and State Energy Conservation requirements.
- Provide written notification to each applicant, consisting of a complete electronically generated plan check letter, which outlines the documents reviewed, instructions to the applicant regarding the processing of documents, and a listing of plan check comments. The plan check comments will refer to appropriate sheets, details or calculations pages and the code section of concern. Comments shall specify the apparent code violation.
- Be available, during regular business hours, to discuss and clarify plan check issues with applicants, designers, owners and consultants. Resolution of code issues may be performed by telephone, or meetings, prior to resubmitting corrected plans and documents.
- Attend all required meetings as directed by the Chief Building Official.
- Review soils report, for compliance with CBC, for the proposed scope of work.
- Review grading plans to assure conformance with City codes, written policies and standard specifications and compliance with the recommendations, specifications and details contained in the submitted soils report and assure that all appropriate details are shown on the plans. Review quantity calculations to assure accuracy and completeness.
- Review surveys, in accordance with City Policy.
- Review Erosion Control Plans to verify erosion and sedimentation measures comply with the Best Management Practices per City standards.

**Turn-Around Schedule:**

The Consultant shall complete each plan check, when not conducted in City Hall, within the time specified below:

- First Check: Ten (10) working days from submittal by applicant
- Subsequent Checks: Five (5) working days

**Qualifications:**

- Experience: Four years of experience checking building plans.
- Training: Bachelor's degree from an accredited college or university with major coursework in civil engineering, structural engineering, or architecture.
- License/Certificate: Possession of a valid California driver's license. Possession of State of California registration as a professional engineer or architect. Possession of an ICC "Building Plans Examiner" certificate.

- Additional Requirement: Members of the consultant team performing Building Plan Review services on-site, must successfully complete a thorough background review, including being fingerprinted by Newport Beach Police Department.
- Supervision Received and Exercised: Consultant will receive direction from the Chief Building Official or his or her designee.
- Hours of Work: Consultants assisting with Building Plan Review services shall be available during regular business hours.

**Inspection Services:**

The City of Newport Beach is seeking proposals for Consultant to assist city staff with timely and accurate inspection services for the following scope of inspections. The consultant's personnel will be required to report on-site at City Hall, as directed, and perform field inspections as assigned.

- Provide up to two qualified building inspectors. The City needs up to eighty (80) hours of Contract Inspection Services per week.
- Provide inspections of all requested inspections and re-inspections for compliance with City of Newport Beach Municipal Code and State codes and regulations: California Building Code, Residential Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code, Energy Code, Green Building Standards Code, Disabled Access Regulations, and Title 25; Mobile Home Parks regulations; State Water Resource Control Board regulations related to storm water pollution prevention; Sound Transmission Control regulations; and, locally adopted building ordinances and amendments thereof.
- Consultant's personnel shall not be substituted without approval from the Chief Building Official.
- Maintain all inspection records for all assigned projects, including correction notices and all documentation related to project inspections.
- Coordinate all inspection and re-inspection requests as assigned.
- Coordinate with the Principal Building Inspector, as appropriate, on discretionary decisions or requests for alternate materials.
- Coordinate with the Principal Building Inspector on all Certificate of Occupancy to be sure that all applicable City regulatory agencies have approved the project.

**Qualifications:**

- Experience: Must have demonstrated work experience performing residential and commercial inspections on a variety of construction projects. Must have excellent customer service skills.
- Training: Equivalent to completion of the twelfth grade.
- License/Certificate: Possession of ICC certification as Combination Building Inspector. Possession of an appropriate valid California driver's license.
- Additional Requirement: On-site members of the consultant team performing Building Inspection services must successfully complete a thorough background review, including being fingerprinted by Newport Beach Police Department.
- Supervision Received and Exercised: Contractor receives general supervision from the Principal Building Inspector.
- Hours of Work: On-site consultants assisting with Building Inspection services shall be available during regular business hours.

**Permit Technician Services:**

The City of Newport Beach is seeking proposals for Consultant to assist city staff with timely and accurate permit technician services for the following scope of permit technician services. The consultant's personnel will be required to report on-site at City Hall as directed and perform permit technician work as assigned.

- Provide one qualified permit technician. The City needs a full or part time Contract Permit Technician Services.
- Consultant's personnel shall not be substituted without approval from the Chief Building Official.
- Provide support and technical assistance at the public counter, over the telephone and via email; provide general information and assistance to the public regarding requirements for obtaining permits, zone clearances, and business license;
- Assist in responding to requests for information from other departments and governmental agencies regarding the General Plan, Zoning Code, Local Coastal Program, and Subdivision Code;
- Determine building valuations based on established standards; calculate and determine a variety of fees for plan checks, permits, taxes and sanitation district and school district charges;
- Instruct applicants on correct procedures for completing required forms and applications; provide information regarding City, State and Federal regulations pertaining to building, planning, and public works activities;
- Maintain recorded of plans and applications submitted; participate or direct the filing and routing of plans and permits to appropriate City departments and staff;
- Coordinate the plan approval process between various City departments; refer applicants to appropriate City department or outside agency as necessary;
- Notify applicants when plan or permits are ready for pick-up or issuance; provide status updates as required;
- Follow-up on stop work orders and complaints;
- Perform data entry and issue permits via the computerized permitting system;
- Verify worker's compensation insurance and State contractor licensing; and
- Perform related duties as assigned.
- Coordinate with the Permit Technician Supervisor and attend all required meetings as directed by the Chief Building Official.

**Qualifications:**

- Experience: Must have demonstrated work experience performing permit technician work on a variety of construction projects. Must have excellent customer service skills.
- Training: Equivalent to completion of the twelfth grade.
- License/Certificate: Possession of ICC certification as Permit Technician. Possession of an appropriate valid California driver's license.
- Additional Requirement: On-site members of the consultant team performing Permit Technician services must successfully complete a thorough background review, including being fingerprinted by Newport Beach Police Department.
- Supervision Received and Exercised: Contractor receives general supervision from the Permit Technician Supervisor.

- Hours of Work: On-site consultants assisting with Permit Technician services shall be available during regular business hours.

# EXHIBIT B
# SCHEDULE OF BILLING RATES

# Cost File

Our firm provides on-site Building Plan Review, Structural Review, Building Inspection, and Permit Technician services. VCA proposes the following fee structure for outsourced plan review and contract staffing. The proposed fee schedule will remain unchanged for the duration of the proposed contract term.

## Outsourced Plan Review Fees

For plan review services, the first three plan checks are included in the initial percentage fee rate and will be billed on the first check. Subsequent checks after the third review will be billed hourly. Hourly plan review is charged at a minimum of two (2) hours. VCA will arrange pick-up and delivery of plans at no additional cost to the City. VCA will provide plan check review services expeditiously at the request of the City.

**Full Plan Check**

Percentage of Fees Collected ..... **70%**

Hourly Rate ..... **$125.00**

**Expedited Plan Check**

Percentage of Fees Collected Including Expedited Fee ..... **70%**

Hourly Rate ..... **$140.00**

**Non-Structural Plan Check**

Percentage of Fees Collected ..... **50%**

**Structural Plan Check**

Percentage of Fees Collected ..... **60%**

Hourly Rate ..... **$125.00**

**MEP Plan Check**

Percentage of Fees Collected ..... **50%**

Hourly Rate ..... **$125.00**

**Fire Plan Check**

Percentage of Fees Collected ..... **60%**

Hourly Rate ..... **$135.00**

Compensation rates for staffing will depend on function and experience and are determined by an agreement between the City and VCA.

## Contract Staff Hourly Rates (On-site)

| Job Title / Function | Hourly Rate (OT=1.5x) |
|---|---|
| **Building Inspector** | $90.00 to $100.00 |
| **Sr. / Combination Inspector** | $95.00 to $105.00 |
| **Permit Technician** | $65.00 to $75.00 |
| **Sr. Permit Technician** | $75.00 to $85.00 |
| **Building Plans Examiner** | $125.00 to $135.00 |
| **Fire Plans Examiner** | $120.00 to $130.00 |
| **Plan Check Engineer** | $135.00 to $145.00 |
| **Licensed Structural Engineer** | $145.00 to $160.00 |

## Additional Staffing Hourly Rates

| Job Title / Function | Hourly Rate (OT=1.5x) |
|---|---|
| **Grading Inspector / Soils Inspector** | $95.00 to $115.00 |
| **CASp Services** | $145.00 to $160.00 |
| **Supervisor for Permit Tech / Counter Services** | $95.00 to $115.00 |
| **Code Enforcement Officer** | $80.00 to $90.00 |
| **Code Enforcement Supervisor** | $95.00 to $105.00 |
| **CALGreen Inspector / Manager Services** | $105.00 / $135.00 |
| **City Planner / Project Manager / Planning Manager** | $175.00 to $195.00 |
| **Senior Planner / Principal Planner** | $145.00 to $165.00 |
| **Zoning Administrator** | $125.00 to $145.00 |
| **Associate Planner** | $105.00 to $135.00 |
| **Assistant Planner/Counter Services** | $90.00 to $105.00 |
| **Planning Technician/Assistant** | $75.00 to $85.00 |
| **Administrative Personnel** | $60.00 to $70.00 |
| **Client Consultation at City Hall (CBO/Sr. Management)** | $145.00 to $195.00 |
| **Building Official** | $140.00 to $175.00 |

## EXHIBIT C

## INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

      Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.

   B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence, four million dollars ($4,000,000) general aggregate. The policy shall cover liability arising from premises, operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars ($2,000,000) per claim and four million dollars ($4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.

B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least

fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

# Attachment B

Professional Services Agreement with J. Lee Engineering, Inc.

**PROFESSIONAL SERVICES AGREEMENT WITH J. LEE ENGINEERING, INC. FOR STAFF AUGMENTATION AND PLAN REVIEW SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 8th day of July, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and J. LEE ENGINEERING, INC., a California corporation ("Consultant"), whose address is 430 South Garfield Avenue, Suite 301, Alhambra, CA 91801, and is made with reference to the following:

**RECITALS**

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. City desires to engage Consultant to provide Staff Augmentation and Plan Review Services ("Project").

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.

D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

## 1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on July 7, 2028, unless terminated earlier as set forth herein.

## 2. SERVICES TO BE PERFORMED

Consultant shall diligently perform all the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). City may elect to delete certain Services within the Scope of Services at its sole discretion.

## 3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A. In the absence of a specific schedule, the Services shall be performed to

completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

## 4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Six Hundred Twenty Thousand Dollars and 00/100 ($620,000.00),** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement.

Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B.

## 5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Jaeyol Lee to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

## 6. ADMINISTRATION

This Agreement will be administered by the Community Development Department. City's Deputy Community Development Director/Chief Building Official or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

## 7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

## 8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the

requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

## 9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties"), from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), and which relate (directly or indirectly) to the negligence, recklessness, or willful misconduct of the Consultant or its principals, officers, agents, employees, vendors, suppliers, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them, and/or if it is subsequently determined that an employee of Consultant is not an independent contractor.

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

## 10. INDEPENDENT CONTRACTOR

10.1 It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees.

Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

10.2 Consultant agrees and acknowledges that no individual performing Services or Work pursuant to this Agreement shall: work full-time for more than six (6) months; work regular part-time service of at least an average of twenty (20) hours per week for one year or longer; work nine hundred sixty (960) hours in any fiscal year; or already be a CalPERS member.

10.3 Consultant must submit to and pass a criminal background investigation by providing a complete set of fingerprints to City prior to commencing or performing Services or Work. Consultant is required to submit any fees for the criminal background investigation according to the City's most current administrative fee schedule or successor document. Fingerprints may be required to be updated every five (5) years.

## 11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

## 12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

## 13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

## 14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

## 15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

## 16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

## 17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes

full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

## 18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

## 19. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

## 20. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

## 21. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

## 22. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have

resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

## 23. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

## 24. CONFLICTS OF INTEREST

24.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

## 25. NOTICES

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

25.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Deputy Community Development Director/Chief Building Official
Community Development Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

25.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Jaeyol Lee
J. Lee Engineering, Inc.
430 S. Garfield Avenue, #301
Alhambra, CA 91801

## 26. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.).*

## 27. TERMINATION

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

## 28. STANDARD PROVISIONS

28.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

28.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

28.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach

of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

28.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

28.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

28.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

28.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

28.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

28.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

28.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

28.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:**
**CITY ATTORNEY'S OFFICE**
Date: 6/26/25

By: _____
Aaron C. Harp
City Attorney

**ATTEST:**
Date: _____

By: _____
Molly Perry
Interim City Clerk

**CITY OF NEWPORT BEACH,**
a California municipal corporation
Date: _____

By: _____
Joe Stapleton
Mayor

**CONSULTANT:** J. Lee Engineering, Inc.,
a California corporation
Date: _____

By: _____
Jaeyol Lee
Chief Executive Officer

Date: _____

By: _____
Jessica Lee
Chief Financial Officer, Secretary

**[END OF SIGNATURES]**

Attachments: Exhibit A – Scope of Services
Exhibit B – Schedule of Billing Rates
Exhibit C – Insurance Requirements

# EXHIBIT A
# SCOPE OF SERVICES

## I. BUILDING PLAN REVIEW, INSPECTION, AND PERMIT TECHNICIAN SERVICES

### A. PLAN REVIEW SERVICES

1. **Services.** Consultant shall assist the City's Building Division with timely and accurate plan check services for the following scope of plan check. Consultant shall provide consultants on staff. Consultant shall:

   (a) Review residential, commercial and industrial buildings for compliance with City adopted codes, including California Building and Residential Codes, Green Code, Mechanical Code, Plumbing Code, and Electrical Code, City of Newport Beach Municipal Code, and State Energy Conservation requirements;

   (b) Provide written notification to each applicant, consisting of a complete electronically generated plan check letter, which outlines the documents reviewed, instructions to the applicant regarding the processing of documents, and a listing of plan check comments which refer to appropriate sheets, details or calculations pages, the code section of concern, and specify the apparent code violation;

   (c) Be available, during regular business hours, to discuss and clarify plan check issues with applicants, designers, owners and consultants, and such resolution of code issues may be performed by telephone, or meetings, prior to resubmitting corrected plans and documents;

   (d) Attend all required meetings as directed by the Chief Building Official;

   (e) Review soils report, for compliance with CBC, for the proposed scope of work;

   (f) Review grading plans to assure conformance with City codes, written policies and standard specifications and compliance with the recommendations, specifications and details contained in the submitted soils report and assure that all appropriate details are shown on the plans, review quantity calculations to assure accuracy and completeness;

   (g) Review surveys, in accordance with City Policy; and

   (h) Review Erosion Control Plans to verify erosion and sedimentation measures comply with the Best Management Practices per City standards.

2. **Turn-Around Schedule.** Consultant shall complete each plan check, when not conducted in City Hall, within the time specified below.

   (a) First Check: Ten (10) working days from submittal by applicant;

   (b) Subsequent Checks: Five (5) working days.

3. **Qualifications.**

   (a) Experience: Four years of experience checking building plans.

   (b) Training: Bachelor's degree from an accredited college or university with major coursework in civil engineering, structural engineering, or architecture.

(c) License/Certificate: Possession of a valid California driver's license. Possession of State of California registration as a professional engineer or architect. Possession of an ICC "Building Plans Examiner" certificate.

(d) Additional Requirement: Members of the Consultant's team performing Building Plan Review services on-site must successfully complete a thorough background review, including being fingerprinted by Newport Beach Police Department.

(e) Supervision Received and Exercised: Consultant will receive direction from the Chief Building Official or his or her designee.

(f) Hours of Work: Consultant' staff assisting with Building Plan Review services shall be available during regular business hours.

## B. INSPECTION SERVICES

1. **Services.** Consultant shall assist City staff with timely and accurate inspection services for the following scope of inspections. Consultant's personnel shall be required to report on-site at City Hall, as directed, and perform field inspections as assigned.

   (a) Provide up to two qualified building inspectors, and provide up to eighty (80) hours of Contract Inspection Services per week;

   (b) Provide inspections of all requested inspections and re-inspections for compliance with City of Newport Beach Municipal Code and State codes and regulations, California Building Code, Residential Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code, Energy Code, Green Building Standards Code, Disabled Access Regulations, and Title 25, Mobile Home Parks regulations, State Water Resource Control Board regulations related to storm water pollution prevention, Sound Transmission Control regulations, and locally adopted building ordinances and amendments thereof;

   (c) Consultant's personnel shall not be substituted without approval from the Chief Building Official;

   (d) Maintain all inspection records for all assigned projects, including correction notices and all documentation related to project inspections;

   (e) Coordinate all inspection and re-inspection requests as assigned;

   (f) Coordinate with the Principal Building Inspector, as appropriate, on discretionary decisions or requests for alternate materials; and

   (g) Coordinate with the Principal Building Inspector on all Certificate of Occupancy to be sure that all applicable City regulatory agencies have approved the project.

2. **Qualifications.**

   (a) Experience: Must have demonstrated work experience performing residential and commercial inspections on a variety of construction projects. Must have excellent customer service skills.

   (b) Training: Equivalent to completion of the twelfth grade.

(c) License/Certificate: Possession of ICC certification as Combination Building Inspector. Possession of an appropriate valid California driver's license.

(d) Additional Requirement: On-site members of Consultant's team performing Building Inspection services must successfully complete a thorough background review, including being fingerprinted by Newport Beach Police Department.

(e) Supervision Received and Exercised: Consultant receives general supervision from the Principal Building Inspector.

(f) Hours of Work: On-site consultants assisting with Building Inspection services shall be available during regular business hours.

## C. PERMIT TECHNICIAN SERVICES

1. **Services.** Consultant's personnel shall report on-site at City Hall as directed and perform permit technician for the following scope of permit technician services.

(a) Provide one qualified permit technician, full or part time providing Contract Permit Technician Services;

(b) Consultant's personnel shall not be substituted without approval from the Chief Building Official;

(c) Provide support and technical assistance at the public counter, over the telephone and via email, and provide general information and assistance to the public regarding requirements for obtaining permits, zone clearances, and business licenses;

(d) Assist in responding to requests for information from other departments and governmental agencies regarding the General Plan, Zoning Code, Local Coastal Program, and Subdivision Code;

(e) Determine building valuations based on established standards, and calculate and determine a variety of fees for plan checks, permits, taxes and sanitation district and school district charges;

(f) Instruct applicants on correct procedures for completing required forms and applications, and provide information regarding City, State and Federal regulations pertaining to building, planning, and public works activities;

(g) Maintain recorded of plans and applications submitted, and participate or direct the filing and routing of plans and permits to appropriate City departments and staff;

(h) Coordinate the plan approval process between various City departments, and refer applicants to appropriate City department or outside agency as necessary;

(i) Notify applicants when plan or permits are ready for pick-up or issuance, and provide status updates as required;

(j) Follow-up on stop work orders and complaints;

(k) Perform data entry and issue permits via the computerized permitting system;

(l) Verify worker's compensation insurance and State contractor licensing;

(m) Perform related duties as assigned; and

(n) Coordinate with the Permit Technician Supervisor and attend all required meetings as directed by the Chief Building Official.

**2. Qualifications.**

(a) Experience: Must have demonstrated work experience performing permit technician work on a variety of construction projects. Must have excellent customer service skills.

(b) Training: Equivalent to completion of the twelfth grade.

(c) License/Certificate: Possession of ICC certification as Permit Technician. Possession of an appropriate valid California driver's license.

(d) Additional Requirement: On-site members of Consultant's team performing Permit Technician services must successfully complete a thorough background review, including being fingerprinted by Newport Beach Police Department.

(e) Supervision Received and Exercised: Consultant shall receive general supervision from the Permit Technician Supervisor.

(f) Hours of Work: On-site consultants assisting with Permit Technician services shall be available during regular business hours.

## II. ON-CALL STRUCTURAL REVIEW SERVICES

**A. Services.** Consultant shall assist City staff with special projects involving the review of complex structural design on as-needed basis. Consultant shall:

1. Provide on-call plan review of complex structural design for conformance to the latest adopted codes and standards;

2. Provide written notification to each applicant, consisting of a complete electronically generated plan check letter which outlines the documents reviewed, instructions to the applicant regarding the processing of documents, and a listing of plan check comments;

3. The plan check comments shall refer to appropriate sheets, details or calculations pages and the code section of concern, and comments shall specify the apparent code violation;

4. Be available during regular business hours to discuss and clarify plan check issues with applicants, designers, owners and consultants, and resolution of code issues may be performed by telephone, or meetings prior to resubmitting corrected plans and documents; and

5. Attend all required meetings as directed by the Chief Building Official.

**B. Turn-Around Schedule.** Consultant shall complete each review, off site, within the time specified below:

1. First Check: Ten (10) working days from submittal by applicant; and

2. Subsequent Checks: Five (5) working days.

**C. Qualifications.**

1. Experience: Ten years of experience reviewing complex structural design.

2. Training: Master's degree from an accredited college or university with major coursework in structural engineering.

3. License/Certificate: Possession of a valid California driver's license. Possession of State of California registration as a professional structural engineer.

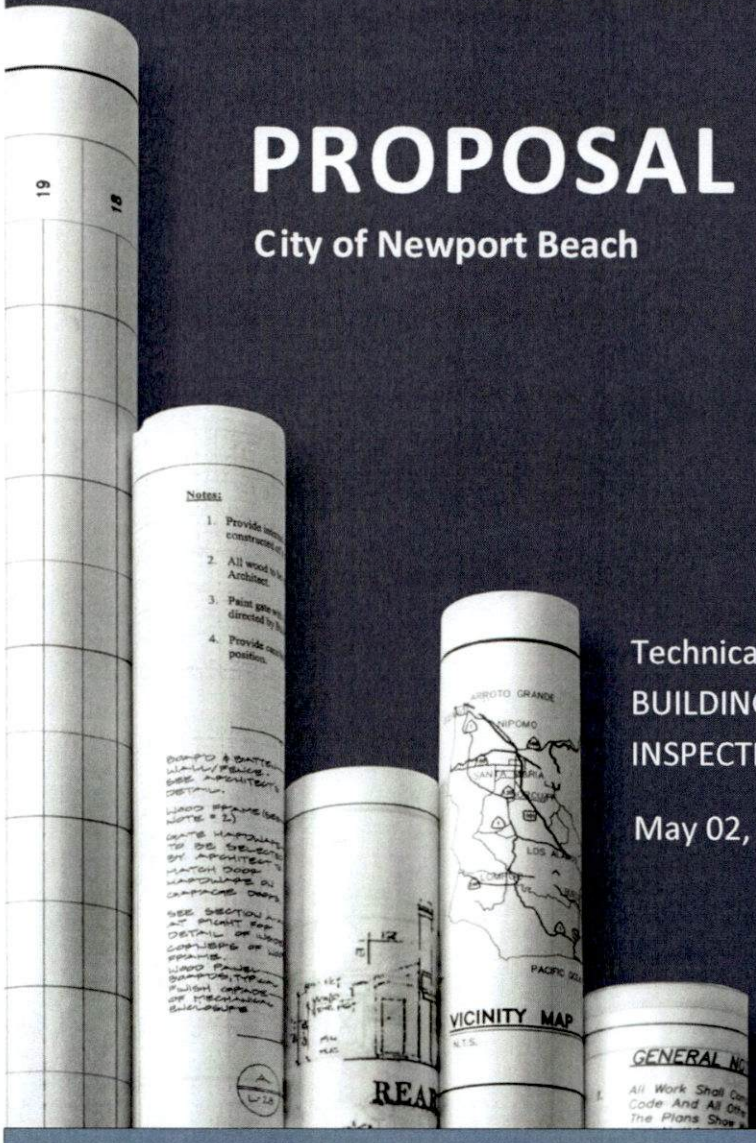
4. Supervision Received and Exercised: Consultant will receive direction from the Chief Building Official.

5. Hours of Work: Consultant shall be available during regular business hours.

J LEE
ENGINEERING INC.

# PROPOSAL

## City of Newport Beach




Technical Proposal for
BUILDING PLAN REVIEW, PERMIT TECHNICIAN, AND INSPECTION SERVICES

May 02, 2025

JLEE ENGINEERING, INC | 430 S GARFIELD AVE. SUITE 301 | ALHAMBRA, CA 91801 | T: 626.284.8906

Table of Contents


1. Cover Letter ..... 3
2. Company Qualifications and Experience ..... 4
3. References / Recent Project History ..... 6
   3.1: References ..... 6
   3.2: Description of Services for the References ..... 8
      A. City of Newport Beach – Building and Safety (June 2022 to Present) ..... 8
      B. County of Los Angeles – Building and Safety (July 2010 to Present) ..... 9
      C. County of San Bernardino – Building and Safety (September 2015 to Present) ..... 9
      D. City of Beverly Hills (September 2007 to Present) ..... 10
      E. City of Burbank (April 2019 to Present) ..... 10
   3.3: Recent Project History (Current Plan Review, Inspection, and Permit Technician Services) ..... 11
   3.4: Company's Project Plan Review Experience ..... 14
      A. Residential Buildings ..... 14
      B. Commercial Buildings ..... 14
      C. Government Buildings/Essential Facilities ..... 15
      D. Seismic Retrofit Projects ..... 15
4. Staff Qualifications ..... 16
   4.1: Principal Manager / Administrator (Primary Contact Person for All Services) ..... 16
   4.2: Resumes of Qualified Personnel ..... 17
      A. Building ..... 17
      B. Mechanical, Electric and Plumbing ..... 27
      C. Geologist ..... 31
      D. Grading, Drainage ..... 33
      E. Fire ..... 35
      F. Building Inspectors ..... 37
      G. Permit Technicians ..... 47
5. Project approach / methodology ..... 54
   5.1: Understanding of Scope of Work ..... 55
      A. City's Objective ..... 55
      B. City's Employment Provision ..... 55
      C. Building Plan Review Services ..... 56
      D. On-Call Structural Review Services ..... 56

E. Building Inspection Services ..... 57
F. Building Permit Technician Services ..... 57
5.2: Work Plans - Implementation of Services ..... 58
A. Plan Review Services / Structural Review Services ..... 58
B. Inspection Services ..... 59
C. Permit Technician, Building Office, and Other Services ..... 60
5.3: Quality Assurance Plan ..... 61
A. Performance Monitoring ..... 61
B. Quality Assurance for All Services ..... 61
C. Dispute Mitigation and Management ..... 62
5.4: Staffing Management Plan ..... 63
A. Current Staffing Level and Workload ..... 63
B. Contingency Plans for Increased Workload ..... 63
C. Work Location ..... 64
5.5: Customer Service Plan ..... 64
A. Communication Protocols ..... 64
B. Responsiveness and Timeliness ..... 65
C. Professional Conduct ..... 65
D. Proactive Issue Resolution ..... 65
5.6: Equipment Listing ..... 66
6. Demonstrated Responsiveness to Request for Service Needs ..... 66
6.1: References to Responding to Services ..... 66

## 1. Cover Letter

**Date:** **May 2, 2025**

**To:** **City of Newport Beach**

**Subject:** **City of Newport Beach – Proposal to Provide Building Plan Review, Permit Technician, and Inspection Services (*RFP No. 25-37)***

J. Lee Engineering, Inc. is pleased to submit our proposal to provide Building Plan Review, Permit Technician, and Inspection Services for the City of Newport Beach.

Our proposal is being submitted to provide services contained in both Sections A (Building Plan Review, Inspection, and Permit Technician Services) and Section B (On-Call Structural Review Services) of the RFP.

As a full-service firm with over 25 years of experience in building and safety services, we bring a qualified and experienced team to provide the City of Newport Beach's ongoing building and safety needs with professionalism and technical excellence. Our firm is currently providing on-call building and safety related services to 12 local government agencies.

Since 2022, we have been providing the building and safety related services for the City of Newport Beach.

- We are familiar with the City's specific policies, procedures, and expectations required for the services sought in the RFP.
- We have established and developed an effective line of communications for providing our services to the City.

We are to committed to providing high quality services to achieve City's satisfaction.

- We will assign staff with experience and qualifications appropriate for the services requested.
- We will consistently deliver high quality work products on time.
- We will provide optimum value for the services provided.

For this proposal, Mr. Jae Lee is the designated contact person for the company:

Name/Title: Jae Lee, P.E., CPE, CASp / President
Address: JLee Engineering, Inc. /430 S. Garfield Ave., Suite 301, Alhambra, CA 91801
Phone/email: (626) 284-8906 / JLee@JLeeEngineering.com

We look forward to the opportunity to continue providing high-quality Plan Review, Inspection, and Permit Technician services to the City of Newport Beach.

Sincerely,

**Jae Lee, P.E., CPE, CASp**
President

## 2. Company Qualifications and Experience

### A. Firm Overview

J. Lee Engineering, Inc. (JLee Engineering), founded in 2000 and headquartered in Alhambra, California, is a firm specializing in providing Building and Safety services to local government agencies.

For over 25 years, we have successfully delivering building and safety related services with great successes to local government agencies in Southern California. We maintain excellent service record of high quality and on-time delivery to our clients.

- We provide services to meet our clients' needs and priorities.
- We deliver high quality work products and customer service.
- We assign staff with experience and qualifications appropriate for the services requested.
- We provide optimum value for each service requested by the clients.

Our client base includes a mix of large counties and small-to-medium cities, enabling us to tailor solutions that align with a range of staffing and code compliance needs. Our services include, but not limited to:

- Plan Review and Inspection Services
  - Conventional new, addition, and alteration of residential, commercial, and industrial projects
  - High profile and complex residential, commercial, and industrial development projects
  - Specialized governmental facility projects
  - Seismic retrofit and upgrade projects
- Engineering and Technical Support Services (Structural reviews of complex projects; Geology and geotechnical report reviews)
- Permit Technician Services and Other Staff Augmentation Services
- Disabled Access Evaluations and Certified Access Specialist (CASp) Program
- Other Building and Safety Related Services (Code related trainings, Code research and modification request reviews
- Conventional and electronic plan review using the client preferred methods and systems. We have extensive experience with systems including Bluebeam, ProjectDox, Energov, Accela, and other proprietary systems.

### B. Staff Qualifications and Commitment

- JLee Engineering's staff have the experience and expertise in in their respective field and disciplines.
- Our staff possess education, training, licenses, certifications, and experience years that will meet or exceed each client's requirements when assignments are made.

### C. Ability to Deliver Service

- We employ detailed work plans and quality assurance framework to deliver services reliably and efficiently.

- Our resource management is continuously monitored to ensure appropriate staffing levels and to minimize service disruptions to our clients.
- We do not anticipate the use of subcontractors. If support becomes necessary in the future, we will coordinate with the City in advance and comply with all contract provisions regarding subcontractor use.

**D. Service Fee Value**

Our fee schedule is competitive and reflects the quality and value of our work. We prioritize:

- Timely, on-schedule delivery;
- Work products that are clear, comprehensive, and code-compliant;
- Efficient service that avoids redundancy or delay;
- Prompt and proactive communication with City staff and applicants.

**E. Relevant Local Experience**

We currently provide building and safety related services 12 local government agencies, which range from small local communities to large counties. We provided similar services to the following jurisdictions, which closely align with the scope of services identified in RFP:

| **Client Agency** | **Building and Safety Services** |
|---|---|
| City of Beverly Hills | Plan review, supplemental services, on-site staffing, CASp reviews |
| City of Burbank | Plan check, permit technician services, inspection, engineering consulting |
| City of Culver City | Plan check and inspection services |
| City of Hawthorne | Plan check and inspection services, including industrial projects (e.g., SpaceX) |
| City of Inglewood | Plan check and inspection services |
| City of Newport Beach | Plan review and inspection services |
| City of Pasadena | Plan review services |
| City of Redondo Beach | Plan Check and Inspection Services |
| City of Santa Ana | Building inspection and plan check services |
| County of Los Angeles | Capital project reviews, inspections, and staffing augmentation |
| County of Riverside | Plan check and inspection services |
| County of San Bernardino | Plan review, inspections, permit technicians, and emergency response support |

## 3. References / Recent Project History

JLee Engineering currently provides building plan review, inspection, permit technician, and other building and safety related services to 12 local governmental agencies.

## 3.2: Description of Services for the References

### A. City of Newport Beach – Building and Safety (June 2022 to Present)

**Summary of Services**

Since June 2022, JLee Engineering, Inc. has been supporting the City of Newport Beach with Building & Safety services. We provide experienced and qualified personnel who meet the City's requirements and deliver high-quality work products with responsiveness and professionalism.

1. **Plan Review Services**

   - Conduct comprehensive plan reviews for residential, commercial, and industrial projects for compliance with the California Building Standards Code, Newport Beach Municipal Code, Title 24 Energy and Green Codes, and applicable local, state, and federal laws
   - Review includes architectural, structural, mechanical, electrical, plumbing, disabled access, energy, green building, and fire/life safety disciplines.
   - Evaluate geotechnical reports, grading plans, erosion control, LID, and NPDES-related documents.
   - Issue code-based correction letters and engage directly with applicants to resolve comments.
   - Adhere to City-mandated turnaround times: 10 working days for first reviews and 5 working days for rechecks.
   - Provide on-site plan review services when requested.

2. **Structural Review (On-Call)**

   - Perform structural reviews for complex projects as requested by the City.
   - Reviews are completed by California-licensed Structural Engineers (S.E.) with extensive municipal experience.
   - Maintain standard turnaround times unless otherwise authorized by the City.

3. **Building Inspection Services**

   - Provide up to 80 hours per week of on-site inspection services with ICC-certified combination inspectors.
   - Conduct field inspections across all trades to verify compliance with applicable codes and approved plans.
   - Coordinate closely with City staff and maintain thorough inspection records.
   - Inspectors assigned to the City undergo background checks per Newport Beach Police Department policy.

B. County of Los Angeles – Building and Safety (July 2010 to Present)

**Summary of Services:**

Plan Check, Inspections, Permit Technicians, and Related Services

1. Provide plan reviews for architectural, structural, grading, drainage, discharge elimination system (NPDES), low impact development (LID), mechanical, plumbing, disabled access, electrical, energy conservation, and green building.

   ***In addition to standard plan review services, the following plan reviews are provided:***

   - Commercial and institutional development project with complex structural design and systems.
   - High-profile and complex projects.
   - On-site plan check assignments in various district offices.
2. Perform electronic/digital plan reviews when requested.
3. Perform plan reviews in compliance with applicable County of Los Angeles, state and federal building laws, ordinances, regulations, and any applicable standards related to development, construction, and building.
4. Provide on-site plan check engineers and perform plan reviews on-site.
5. Provide inspection services in compliance with applicable county, state and federal building laws, ordinances, regulations, and any applicable standards related to development, construction, and building.
6. Assign permit technicians and other professionals to the County of Los Angeles for temporary staff augmentations.
7. Provide Engineering, Technical Support, and Related Services.

C. County of San Bernardino – Building and Safety(September 2015 to Present)

**Summary of Services:**

Plan Review, Inspection, and Permit Technician Services, Emergency Response, and Special Projects

1. Provide Plan review for building plans for compliance with the current editions of the California Codes (i.e., California Building Code, California Plumbing Code, California Mechanical Code, California Electrical Code, etc.).
2. Meet with various constituents, including but not limited to, architects, building designers, contractors and owner-builders, to resolve issues regarding plans being reviewed.
3. Perform plan reviews electronically via County's ePlans software program that can be accessed online.
4. Provide inspectors certified and qualified, to perform building code inspections.
5. Assign permit technicians and other professionals to the County of Los Angeles for temporary staff augmentations.
6. Proved consultant services for Special Projects. Projects may include the preparation of engineered plan details, conducting training on a variety of code-related topics, engineering practices, preparation of documents/handouts, projects associated with public counter services, and similar projects.

D. City of Beverly Hills (September 2007 to Present)

**Summary of Services:**

Plan Review and Supplemental Services

1. Provide plan reviews for architectural, structural, grading, drainage, discharge elimination system (NPDES), low impact development (LID), mechanical, plumbing, disabled access, electrical, energy conservation, and green building.

   ***In addition to standard plan review services, the following plan reviews are provided:***

   - Complex and high-profile, multi-use commercial and residential development projects.
   - Residential and commercial projects with complex structural design and systems.
   - Seismic retrofit projects which include Soft, Weak, or Open-Front (SWOF) and NDS building projects.
2. Perform plan reviews in compliance with applicable county, state and federal building laws, ordinances, regulations, and any applicable standards related to development, construction, and building including City of Beverly Hills amendments.
3. Perform plan reviews using ePlan software system ProjectDox.
4. Provide on-site plan check engineers and perform plan reviews on-site.
5. Assign permit technicians and other professionals to the City of Beverly Hills for temporary staff augmentations.
6. Provide Planning (Zoning) plan reviews for compliance with City's Municipal code, conditions as set by City staff, commissions, and City Council, and all applicable State and local laws, policies, procedures, and standards.

E. City of Burbank (April 2019 to Present)

**Summary of Services:**

Building Plan Check, Permit Technician, and Engineering Consultant Services

1. Provide all aspects of building and safety services according to and for compliance with California Building Standards Code, building material and equipment standards, engineering principles and application, California Contractor State License Law, code enforcement principles and procedures, inspection procedures and standards.

   ***In addition to standard plan review services, the following plan reviews are provided:***

   - Commercial development project with complex structural design and systems.
   - Entertainment industry facility projects.
   - Soft Story Retrofit projects.
2. Provide as-needed plan check services: complete review of all residential, commercial, mixed-use and industrial (tenant improvements included) plan checks to verify compliance with applicable life-safety, structural, seismic retrofit, disabled access, grading and drainage, excavation and shoring, mechanical, electrical, plumbing, energy conservation, green building, NPDES-SUSMP, MWELO codes and standards.

3. Provide as-needed inspection services: residential, commercial, mixed-use and industrial inspections of all types (e.g., – architectural, structural, disabled access, mechanical, electrical, plumbing, grading and drainage, excavation and shoring, geology and soils, energy conservation, green building, et cetera). These consultant services require specific technical expertise in local and California Building Codes in order to undertake inspections for large development projects including, but limited to deputy inspection services.
4. Provide as-needed permit technician services for temporary staff augmentation.
5. Provide as-needed environmental review which may include duties related to the National Pollution Discharge Elimination System (NPDES), Sustainable Use Standard Mitigation Program (SUSMP), permit requirements related to the Management Stormwater System (MS4 permit), Model Water Efficiency Landscape Ordinance (MWELO), or other environmental-type review.
6. Provide as-needed building code instruction which may include technical training to staff in a classroom or field type setting on various code and technical subjects.

### 3.3: Recent Project History (Current Plan Review, Inspection, and Permit Technician Services)

A. Currently, we provide plan review, inspections, and permit technician services twelve (12) agencies which range from small local communities to large counties.

| Client Agency | Types of Services |
|---|---|
| City of Newport Beach<br>(Jun. 2022 to Present) | Plan Check, Inspection, and Staff Augmentation Services |
| City of Beverly Hills<br>(Sep. 2007 to Present) | Plan Review and Supplemental Services |
| City of Burbank<br>(Apr. 2019 to Present) | Plan Check, Permit Technician, and Engineering Consultant Services |
| City of Culver City<br>(Sep. 2019 to Present) | Plan Check and Inspection Services |
| City of Hawthorne<br>(Apr. 2020 to Present) | Plan Check and Inspection Services |
| City of Inglewood<br>(Sep. 2015 to Present) | Plan Check and Inspection Services |
| City of Pasadena<br>(Dec.2021 to Present) | Plan Review Services |
| City of Redondo Beach<br>(Feb. 2021 to Present) | Plan Check and Inspection Services |
| City of Santa Ana<br>(Sep. 2015 to Present) | Plan Check and Building Inspection Services |

| | |
|---|---|
| County of Los Angeles<br>(July 2010 to Present) | Plan Check, Inspections, Permit Technicians, and Related Services |
| County of Riverside<br>(Dec. 2020 to Present) | Plan Check and Inspection Services |
| County of San Bernardino<br>(Sep. 2015 to Present) | Plan Review, Inspection, and Permit Technician Services, Emergency Response, and Special Projects |

B. All services are provided in accordance with all applicable laws and enforcement of codes specific to each agency, including but not limited to, the following:
   - California Building Code (CBC) / California Mechanical Code (CMC) / California Plumbing Code (CPC) / California Electrical Code (CEC) / California Energy Code / California Residential Code / California Green Building Standards Code / California Fire Code
   - City Ordinances and Codes as corresponding to the specific agency
   - All related State and Local codes adopted by the specific agency

C. <u>For our current clients, the following on-call services are provided:</u>

1. <u>Plan Check Services (On-Site and Off-Site)</u>
   - Assign plan reviewers with appropriate experience and qualifications for the scope of projects.
   - Provide plan reviews for diversified project types: residential, commercial, mixed-use and industrial projects.
   - Provide on-site or off-site plan review/check services including rechecks and meetings with various constituents involved in the plans being reviewed. The plan reviews are performed for compliance with the applicable requirements of the following:
     - Architectural and Structural Plan Reviews
     - Title 24 Energy Plan Reviews
     - Civil, Grading, Mechanical, Plumbing, and Electrical Engineering Plan Reviews
     - Environmental Reviews including, National Pollutant Discharge Elimination System (NPDES,), Sustainable Use Standard Mitigation Program (SUSMP), Municipal Separate Storm Sewer System (MS4), Model Water Efficiency Landscape Ordinance (MWELO) and Low Impact Development (LID).
     - Disable Access (ADA) Compliance Reviews
     - Green Building Plan Reviews

   - Perform plan reviews for compliance with the applicable codes and regulatory requirements as well as according to the specific service levels and turnaround goals established by each client agency.
     - Provide standard and expedited plan reviews as specified in the agreements.
     - Comply with the plan pick-up schedule goals specified by the client.

- Communicate clearly and professionally with applicants, engineers, contractors, and city representatives throughout the plan review, correction verification and permit issuance process.
- Meet with various constituents, including but not limited to, architects, building designers, contractors and owner-builders, to resolve issues regarding plans being reviewed.

2. Inspection Services
   - Respond to inspection requests and perform inspections according to the times and durations requested by the client.
   - Provide qualified inspectors to our client agencies to perform inspections related to construction activities for the enforcement of the permit conditions, code and regulatory requirements.

   Types of project include, but not limited to, the following:
   - New construction – residential, commercial, industrial, and other constructions.
   - Remodels, repairs, and tenant improvement.
   - Enforcements of the code and other regulatory requirements of the agencies.
   - Other inspection related activities and duties.

   Meet with members of the general public and client representatives when necessary.

3. Specialized Services provided include, but not limited to, the following:
   - CASp Services – Plan reviews and site visits/evaluations by a certified CASp professional.
   - Geotechnical Reviews – Review of geotechnical reports and geology related studies.

4. Permit Technician Services:
   - Assist the general public by providing technical information concerning building and construction permit requirements.
   - Make the final check of forms and permit applications for accuracy, completeness, and compliance.
   - Assist the public with plan check submittals, and issuing permits.
   - Coordinate routing, filing, and logging of plans and permits.
   - Compute charges for building permits and receive fees.
   - Utilize permit issuance, inspection scheduling, and plan tracking system.
   - Assist the Building and Safety office manager/staff in other related permitting activities.

5. Other Services:
   - Provide administrative support services.
   - Provide technical staff augmentation.
   - Provide training related to plan check or code requirements.
   - Prepare or review technical reports or documents.
   - Provide field engineering, inspections, or investigations.
   - Provide code interpretations.

D. Electronic Permitting Software Experience

1. We provide plan check services in the formats specified by the client agencies. We currently use the following systems:
   - ePlan check system "ProjectDox" for the City of Beverly Hills
   - ePlan check system "ProjectDox" for the City of Burbank
   - ePlan check system "Bluebeam" for the County of Los Angeles
   - ePlan check system "Bluebeam" and "Accela" for the County of San Bernardino
   - ePlan check system "Accela" for the City of Culver City

2. For the clients using non-electronic formats, we share our experiences using different types of electronic formats to provide our clients with insight regarding the available systems.

## 3.4: Company's Project Plan Review Experience

The following is a partial list of significant projects that were plan reviewed by JLee Engineering team members. They are provided to show the variety and diversity of plan check experiences:

### A. Residential Buildings

- $105 Million, 5-story, 2 level of Subterranean parking, Multi-dwelling building.
- $30 Million, 7-story, 350-unit Apartment Building
- $20 Million, 22-story Beverly West Residences
- New 30-unit Condominium Building with 8-story, 2-level of Subterranean parking, Type I, steel moment frame
- New 28,000 SF Custom Residential Building in hillside area
- New 2,000 SF Custom Residential Building in hillside area with special requirements as such as flood zone, private access easement, a vehicular bridge across the 30' wide water.

### B. Commercial Buildings

- $800 Million, The Burbank Studios for Warner Brothers, 9 & 8 Story office with 4 subterranean garages
- $750 Million, One Beverly Hills in Beverly Hills, 14 and 15 story Two Tower: Hotel, Condo, Assembly Hall, Restaurant and Retail.
- $300 Million Waldorf Astoria Hotel in Beverly Hills, 13-story New luxury
- $200 Million, Disney Concert Hall
- $150 Million, 35-Story Constellation Place building
- $100 Million, Monarch Beach Resort in Dana Point (R1, A2.1, S3, M and B Occupancies)
- $89 Million, Rancho Los Amigos National Rehabilitation Center
- $77 Million, 5- and 6- story Office Building
- $75 Million, Data Center, Addition and Tenant Improvement
- $72 Million, Ford Theater Complete renovation and new office and supporting building.
- $65 Million, Marina Del Rey mixed use development

- $44 Million, 3-story Subterranean Parking Structure
- $4 Million, 5-story, Post-Tension Parking Structure
- Earthquake damage repair of Topanga Plaza Mall & Sherman Oak Galleria
- 360,000 SF Multiple-Use Building (Retail / Office / Restaurant) - The Shoppes in Chino Hills complex
- 1.6 Million SF Addition and Remodel - The Westfield Mall in Topanga Canyon
- 3-story, 5 level Subterranean parking, Medical Building
- Chevron Refinery, Pipe Supports, Silo, and major equipment supports
- Air Craft Hangers
- J. Paul Getty Museum renovation in Malibu

### C. Government Buildings/Essential Facilities

- $234 Million, Hall of Justice renovation of 11 story building for LA County Sheriff Headquarters
- $102 Million, Hertzberg-Davis Forensic Science Center, 5 story Crime Lab
- $107 Million, Airport Courthouse, 10 story new courthouse
- $91 Million Martin Luther King, Jr. Outpatient Center with Mental Heath – I 2.1 Occupancy
- $48 Million, Camp Kilpatrick, New Juvenile Detention Center
- $40 Million, Airport Court renovation
- $30 Million, City of Santa Monica Public Safety Building consist with Jail (I-3 Occ.), Police and Fire Department office
- $2 Billion LAX international Airport Modernization Project
- Fire stations in City of Santa Monica and County of Los Angeles
- Natural History Museum for Accessibility Upgrade and Tenant Improvement
- Hollywood Bowl Acoustic Canopy
- Accessibility Plan Check for Public Schools as part of California State Modernization Project
- 5-story Crime Lab for Architectural, Life Safety and Accessibility plan check
- Los Padrino Juvenile Hall and Central Juvenile Hall, I-3 Occupancy
- Los Angeles International Airport Terminal 8 expansion

### D. Seismic Retrofit Projects

- Soft story retrofit plan reviews:
  - City of Beverly Hills: Over 60 plan reviews
  - City of Los Angeles: Over 1000 plan reviews
  - City of Burbank: 2 plans reviewed (voluntary compliance)
- Non-Ductile Concrete Retrofit plan reviews:
  - City of Beverly Hills: 12-story office building with 3 subterranean parking structure
  - City of Beverly Hills: 10-story office building with 4 subterranean parking structure
  - City of Hawthorne: 6-story office building
- Pre Northridge steel moment frame retrofit plan reviews:
  - City of El Segundo: 16-story office with 2 subterranean garages

## 4. Staff Qualifications

We can confirm that our staff has the relevant experience and qualifications to provide the scope of services sought by the City of Newport Beach:

- **Building Plan Review Services**
- **On-Call Structural Review**
- **Building Inspection Services**
- **Building Permit Technician Services**

- Our staff is knowledgeable and dedicated to developing technically and to staying current with local code and regulatory requirements of each client.
- We are committed to delivering high-quality services for the Scope of Services specified in the Request for Proposal (RFP).
- For all services requested in the RFP, we will assign and provide knowledgeable and experienced staff appropriate and specific for the task. For each discipline or specialized field, our staff will meet or exceed the qualifications required by the City.

We do not anticipate the use of subcontractors. If support becomes necessary in the future, we will coordinate with the City in advance and comply with all contract provisions regarding subcontractor use.

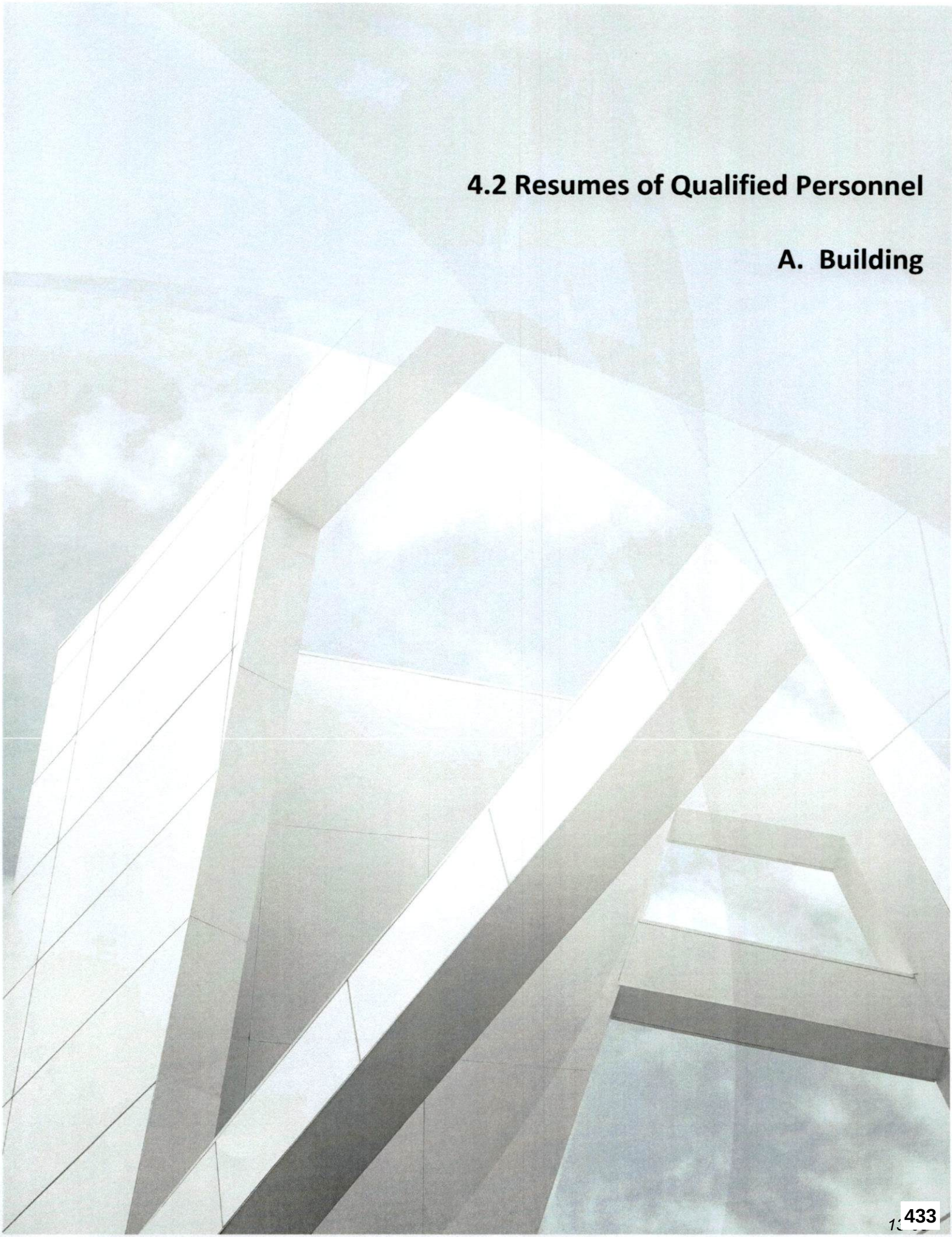
---

### 4.1: Principal Manager / Administrator (Primary Contact Person for All Services)

**Jae Lee, P.E., CPE, CASp** – *President, Principal Manager / Administrator*
Mr. Jae Lee will serve as the principal manager and main point of contact for all service requests from the City of Newport Beach. He will supervise, coordinate, and manage all services delivered.

- **Experience**: Over 30 years of experience in plan check, building and safety, and consultant services.
- **Clients Served**: City of Los Angeles, Beverly Hills, Burbank, Culver City, Glendora, El Segundo, Hawthorne, Hermosa Beach, Inglewood, Long Beach, Pasadena, Redondo Beach, Santa Ana, County of Los Angeles, Riverside County, San Bernardino County.
- Mr. Lee has consistently delivered services with high quality and to the satisfaction of municipal clients.

The following resumes represent our full team of qualified professionals who will be assigned to perform the services outlined in the RFP. Each staff member has been carefully selected for their specialized expertise, credentials, and track record of performance in municipal building and safety services. J. Lee Engineering, Inc. ensures that all personnel possess the education, certifications, and experience necessary to meet or exceed the City of Newport Beach's requirements.



# 4.2 Resumes of Qualified Personnel

## A. Building

# JAE LEE, P.E., CPE, CASP
# SR PC ENGINEER/BUILDING

**430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com**

As a dedicated champion of structural integrity and compliance, Jae Lee's leadership in the field of Building and Safety Services is invaluable to any assignment. His professional acumen is poised to elevate the quality of Building Safety Services, fostering a culture of safety, precision, and reliability under the umbrella of JLee Engineering's esteemed service offerings.

## SUMMARY OF EXPERIENCE

- Over 30 years of experience providing plan check and building and safety services to the governmental agencies.
- Sustained provision of plan check services at the LA County Alhambra Headquarters office of the Building and Safety Division, adeptly handling LA County Capital projects and complex structures over a continuum of 14 years beginning in 2003.
- Commanding expertise in the management and prioritization of plan review workloads, consistently guaranteeing the completion of projects within allotted schedules while fostering collaboration with clients. His approach ensures adherence to current policies and full compliance with evolving building codes and regulations.
- Expert oversight of the plan check staff assigned to detailed reviews of building plans, structural computations, geotechnical reports, Title 24 energy efficiency calculations, and related documentation pertaining to a variety of construction sectors including residential, commercial, and industrial projects. He ensures unerring conformity with all applicable building codes and local ordinances.
- Advanced capabilities in conducting plan check reviews of highly complex building projects, offering precise code interpretations, strategic recommendations, and specialized training in the domain of building code requirements.

## EDUCATION, LICENSES, CERTIFICATES AND REGISTRATIONS

- University of California, Berkeley (UC Berkeley) – B.S. Civil Engineering
- California Professional Engineer – Civil Engineer
- Certified Access Specialist (CASp)
- ICC Certified Plan Examiner
- ICC LA Basin Chapter Structural Code Committee Member

# ERIC LIM, P.E., CPE, CASP
# SR. PC ENGINEER/BUILDING

**430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com**

## SUMMARY OF EXPERIENCE

- Over 15 years of experience in design and plan checking with County of Los Angeles Building and Safety and JLee Engineering, Inc.
- Perform plan check for residential and commercial projects for various code requirements, including fire and life safety, structural, and disable access requirements at the County of Los Angeles.
- Assisted with the 2020 Code Adoption process, with Green Building and Fire Life Safety.
- Plan checked large-scale commercial projects, Public Housing, and multi-family residential development.
- Developed an ADU Expedited Checklist and assisted with LA County B&S ADU Program.
- District Office Manager at the South Whittier County District Office and the contract cities of La Mirada and Santa Fe Springs – Oversaw a field office of Plan Checkers, Inspectors, and Permit Technicians to ensure high-level customer service.

## EDUCATION, LICENSES, CERTIFICATES AND REGISTRATIONS

- University of Southern California – B.S. Civil Engineering
- California Professional Engineer – Civil Engineer
- ICC Certified Plans Examiner
- Certified Access Specialist (CASp)
- ICC LA Basin Chapter Committee Involvement – Fire-Life Safety & Disabled Access

# BENJAMIN LING, S.E., P.E., CPE
# SR. PC ENGINEER/BUILDING

**430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com**

## SUMMARY OF EXPERIENCE

- Over 28 years of experience in architectural/ structural plan review for commercial, residential and government buildings and facilities.
- Significant projects include Campus Kilpatrick, the "LA Model" of holistic juvenile treatment and rehabilitation center, Rancho Los Amigos National Rehabilitation Center, Marina Del Rey mixed use development, Hall of Justice renovation and new construction, Disney Concert Hall, and Reconstruction of USC, UCLA and Martin Luther King Medical Centers.
- Coordinate construction documents, including calculations for LA County facilities, such as music centers, libraries, hospitals, museums, jails, and etc.
- Design unreinforced masonry buildings for earthquake hazard mitigation, and high-rise pre-stressed concrete buildings, subterranean condominium, custom-made houses, and apartment buildings.

## EDUCATION, LICENSES, CERTIFICATES AND REGISTRATIONS

- National Taiwan University – B.S. Civil Engineering
- University of Texas at Austin – M.S. Structural Engineering
- California Structural Engineer (S.E.)
- California Professional Engineer – Civil Engineer
- ICC Certified Plans Examiner

# SEAN HUGHES, S.E., P.E., CPE, CPRE
# SR. PC ENGINEER/BUILDING

**430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com**

## SUMMARY OF EXPERIENCE

- Over 20 years of experience in structural engineering and plan checking with
- JLee Engineering, Inc and other firms.
- Performed plan check services at the County of Los Angeles San Gabriel office.
- Perform plan check for residential, commercial, and industrial projects to achieve governing code compliance for fire and life safety, structural, and disable access.

## EDUCATION, LICENSES, CERTIFICATES AND REGISTRATIONS

- California State Polytechnic University – M.S. Civil Engineering
- California State Polytechnic University – B.S. Civil Engineering
- California Structural Engineer (S.E.)
- California Professional Engineer – Civil Engineer
- National Council of Examiners for Engineering & Surveying
- ICC Certified Plans Examiner / ICC Certified Residential Plans Examiner

# ED ALEXANIANS, P.E., S.E.
# SR. PC ENGINEER/BUILDING

**430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com**

## SUMMARY OF EXPERIENCE

- Joined JLee Engineering, Inc. after over 24 years of experience in plan checking and structural engineering at the Los Angeles County Building and Safety.
- Provided plan check services for various projects at the County of Los Angeles, City of Beverly Hills, City of Alhambra, City of El Segundo, and Temple City.
- Performed plan check services and assisted research section at the County of Los Angeles in Alhambra headquarter office since 2012.
- Provide plan check for residential, commercial, industrial building projects with varying degree of complexity and sizes: single family wood-frame buildings to mid- and high-rise office buildings. Provide building code interpretations to plan check engineers and design professionals.

## EDUCATION, LICENSES, CERTIFICATES AND REGISTRATIONS

- University of California, Los Angeles (UCLA) – M.S. Structural Engineering
- Tehran University, Iran – B.S. and M.S. in Structural Engineering
- California Structural Engineer (S.E.)
- California Professional Engineer – Civil Engineer

# PETER KIM, P.E., S.E.
# SR. PC ENGINEER/BUILDING

**430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com**

## SUMMARY OF EXPERIENCE

- Over 30 years of experience in structural engineering and plan checking at the City of Los Angeles, Building & Safety (LADBS)
  - Chief, Metro Structural Plan Check – Guide and manage high-rise & complex buildings, Implement the Non-Ductile Concrete Retrofit program
  - Office Manager at West Los Angeles, Van Nuys & South Los Angeles District Office – Manage the operations of multiple plan check divisions and sections
  - Chief of Specialty Engineering, the Zoning Engineer – Provide technical advice to the LADBS Commission
  - Metro & Van Nuys Counter Chief – Manage the Structural plan check counter
- Other wide range of experiences in numerous Division and Sections of LADBS: Case Manager, Structural plan check, Earthquake Safety & Disabled Access

## EDUCATION, LICENSES, CERTIFICATES AND REGISTRATIONS

- University of California, Berkeley (UC Berkeley) – B.S & M.S. Structural Engineering
- California Structural Engineer (S.E.)
- California Professional Engineer – Civil Engineer

# JIN KIM, P.E., PMP, CPE
# SR. PC ENGINEER/BUILDING

**430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com**

## SUMMARY OF EXPERIENCE

- Over 33 years of experience at the City of Los Angeles as a plan check engineer, project design engineer, project manager, and program manager in Building and Safety Department, Department of Public Works, and Harbor Department (Port of Los Angeles).
- Review plans, calculations, and other permit documents for compliance with the building codes and city's other requirements.
- Manage and deliver design and construction the Public Works and Port of Los Angeles projects during project initiation, planning, execution, monitor and control, and closeout phases of projects.
- Develop and update standard plans, permit guidelines, seismic codes, and code related interpretations for the Port of Los Angeles.
- Manage the development of Port of Los Angeles infrastructure maintenance program to establish database for the significant assess at the Port of Los Angeles.

## EDUCATION, LICENSES, CERTIFICATES AND REGISTRATIONS

- University of California, Berkeley (UC Berkeley) – B.S & M.S. Structural Engineering
- California Professional Engineer – Civil Engineer
- ICC Certified Plan Examiner
- CA Office of Emergency Services (OES) – Safety Assessment Program (SAP) Evaluator
- PMI Certified Project Management Professional (PMP)

# DAVID MCCOMBS, P.E.
# SR. PC ENGINEER/BUILDING

**430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com**

## SUMMARY OF EXPERIENCE

- Over 19 years at the City of Los Angeles, Department of Building and Safety as a plan check engineer and plan check supervisor.
  - Managed a team of plan checkers, support staff and inspector.
  - Interpret codes for the Code Enforcement team, and City Attorney.
  - Assigned and reviewed plans to staff for the permit issuance process.
  - Resolved Building and Zoning codes disputes.
  - Provided preliminary plan and Zoning compatible reviews.
  - Developed the office procedures to service the growing customers with limited staff and resources.
- Over 14 years at the Los Angeles World Airport as an engineer, planner, and project manager.
  - Reviewed and facilitated proposed projects with respect to egress, security, fire protection, parking, ADA and occupancy separations.
  - Verified ADA compliance due to extensive renovation and building physical constraints.
- Managed airport project during design and construction phase ensuring code compliance.

## EDUCATION, LICENSES, CERTIFICATES AND REGISTRATIONS

- California State University in Long Beach – B.S. Civil Engineering
- California Professional Engineer – Civil Engineer

# VICTOR MOSS, P.E.
# SR. PC ENGINEER/BUILDING

**430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com**

## SUMMARY OF EXPERIENCE

- Over 22 years at the County of Los Angles, Building and Safety Division as a plan check engineer and plan check supervisor.
  - Review plans for new concrete tilt-up warehouse buildings and the building office spaces.
  - Review plans for multi-residential R2 occupancies, including multi-residential buildings with platform construction and first floor commercial tenant spaces. The Type of Construction for dwelling units built on the podium was typically IIIA and/or VA. Reviews also included at grade and single level subterranean S2 garage parking.
  - Review plans for one and two-story office buildings (B, A3, S occupancies) of Type II, III, and V construction.
  - Review tenant improvement plans for A (churches, assembly halls, restaurants), I-2.1, B, F, M, and S occupancies.
  - Reviewed plans for additions to Type II, III, and V one and two-story B, F, M, and S occupancy buildings. Reviewed a limited number of H occupancy additions.
- Reviewed plans for Accessory Dwelling Units.

## EDUCATION, LICENSES, CERTIFICATES AND REGISTRATIONS

- University of California, Berkeley - B.S. in Civil Engineering
- California Professional Engineer – Civil Engineer

# ANDREW KASHE, P. E.
# SR. PC ENGINEER/BUILDING

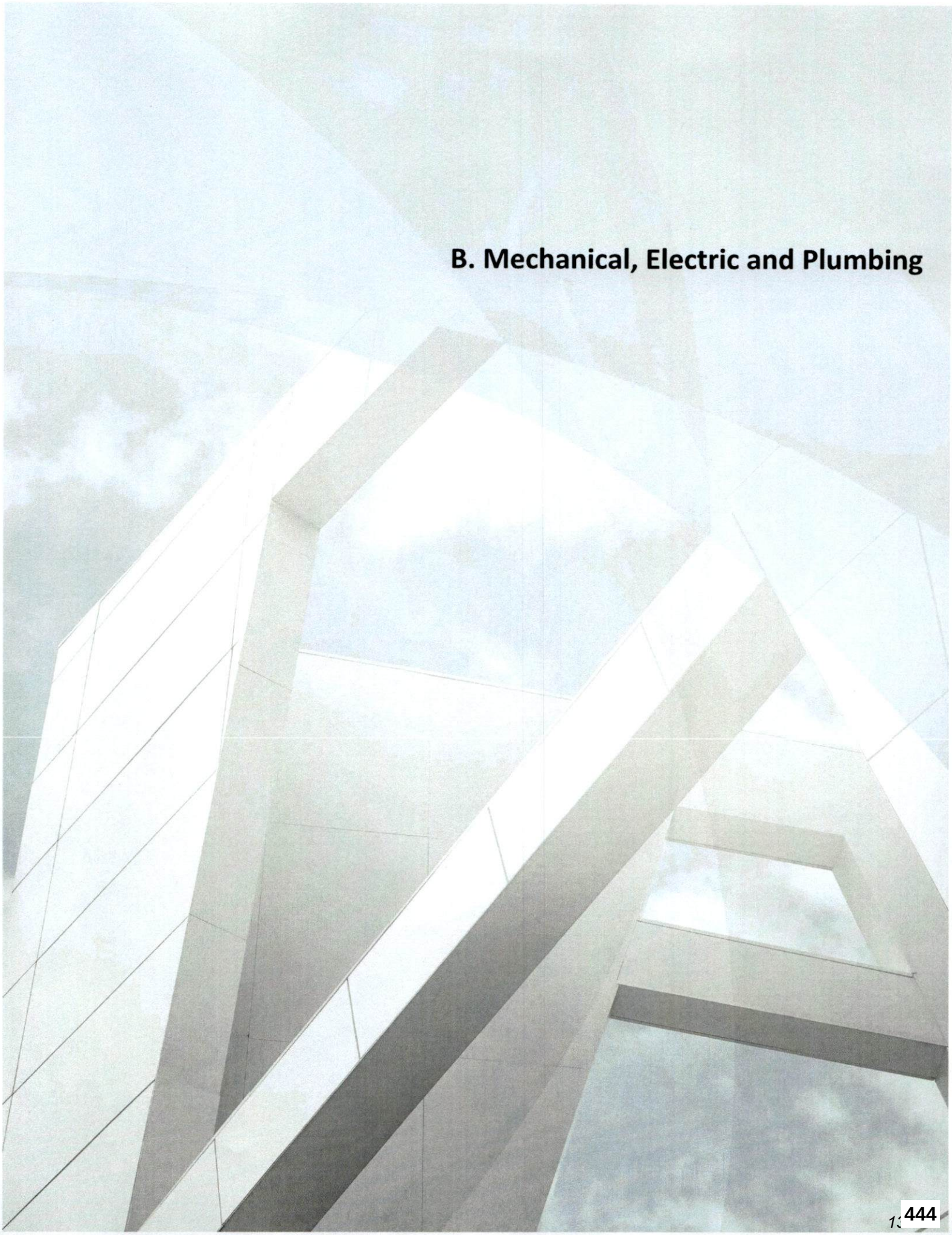
**430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com**

## SUMMARY OF EXPERIENCE

- 7 years of Building Plan Check experience with a background in residential applications and commercial T.I.& new construction projects.
    - Last 3 years of experience was mostly Commercial and Industrial New Constructions and major Tenant Improvements.
- Knowledgeable of the California Building, Residential, Energy, Green Codes, ASCE 7, NDS, etc.
- Familiar with ADA/CBC Chapter 11 applications.
- Have attended multiple conferences and ICC chapter meetings.
- Excellent social skills, resulting from working with co-workers, supervisors, and customers over the counter.
- Experience in analyzing, reading, and comprehending various construction documents, including plans, correction sheets, codes, manuals, ICC/ESR reports, etc.
- Knowledgeable and effective using the Bluebeam Revu, Microsoft Office, Adobe Acrobat.

## EDUCATION, LICENSES, CERTIFICATES AND REGISTRATIONS

- Cal State Polytech – B.S. Civil Engineering
- California Professional Engineer – Civil Engineer
- International Code Council Building Plans Examiner Certified Member, ASCE



# B. Mechanical, Electric and Plumbing

# VICTOR MURO, P.E., CPE
# SR. PC ENGINEER/ELECT, MECH

**430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com**

## SUMMARY OF EXPERIENCE

- Over 7 years of experience in mechanical & plumbing plan check and mechanical engineering at the County of Los Angeles Building and Safety, the City of Irvine Dept. of Building & Safety and JLee Engineering, Inc.
- Review and approve plans for compliance with applicable plumbing code, mechanical code, green building standards and energy efficiency standards.
- Develop and revise existing technical documentation such as information bulletins and permit applications for public assistance.
- Grant approvals for third-party product listing and testing agencies upon review of their credentials for the Mechanical Testing Laboratory.

## EDUCATION, LICENSES, CERTIFICATES AND REGISTRATIONS

- California State University, Long Beach – B.S. and M.S. Mechanical Engineering
- California Professional Engineer – Mechanical Engineer
- ICC Certified Mechanical Plans Examiner / Plumbing Plans Examiner

# DEAN YANAGIMOTO, P.E.
# SR. PC ENGINEER/ELECTRICAL

**430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com**

## SUMMARY OF EXPERIENCE

- Over 23 years of experience in electrical plan check, electrical engineering and project management for the Department of Water and Power and Department of Building and Safety for the City of Los Angeles, Los Angeles World Airports and JLee Engineering, Inc.
- Checked Commercial and Residential Architectural Plans for Title 24 Disabled Access requirements. Reviewed Commercial and Residential Electrical drawings for compliance with National Electrical Code, L.A. Electrical Code and California Energy Regulations.
- Prepared Electrical Plans, Specifications and Bid documents for construction projects at Los Angeles International Airport.
- Projects include LAX Apron Lighting Upgrade, Terminal 3 Switchboard Replacement, and Passenger Boarding Bridge Replacement.
- Reviewed Electrical Plans and Specifications for compliance with Los Angeles World Airport Standards, FAA Advisory Circulars and National Electrical Code. Coordinated Projects with other City and Federal Agencies (Building and Safety, Water and Power, FAA, TSA).

## EDUCATION, LICENSES, CERTIFICATES AND REGISTRATIONS

- University of California, Los Angeles (UCLA) – B.S. Electrical Engineering
- California Professional Engineer – Electrical Engineer

# EDWIN PEREZ, P.E.
# SR. PC ENGINEER/ELECTRICAL

**430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com**

## SUMMARY OF EXPERIENCE

- 4 years of experience in plan checking electrical power distribution systems and ensure compliancy with Los Angeles Electrical Code, Building ode, NFPA 72 and Title 24 Energy standards with the City of Los Angeles Building and Safety, Department of Water and Power, and JLee Engineering, Inc.
- Evaluate project complexity and perform associated research to ensure proper understanding of the project and address any potential safety to life concerns.
- Generating construction documents and procuring associated equipment.
- Provide customers with technical guidance for any Electrical related issues.

## EDUCATION, LICENSES, CERTIFICATES AND REGISTRATIONS

- California State University, Northridge (CSUN) – B.S. Electrical Engineering
- California Professional Engineer – Electrical Engineer
- ICC Certified Electrical Plans Examiner

# MOSTAFA KASHE, P.E.
# SR. PC ENGINEER/ELECTRICAL

**430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com**

## SUMMARY OF EXPERIENCE

- Supervise, assign, select, train, and evaluate the work of plan check engineers.
- Act as Chief Electrical Inspector for the County of Los Angeles. Enforce provisions of the County Electrical Codes and Title 24 Energy Regulations. Provide interpretations of the County Electrical Codes and related laws, review requests for alternate methods and materials and develop policies and procedures
- Member of the Governor's task force on Development of Solar guide book
- Prepare the County Electrical Codes for adoption. Participate in model code process in various capacities.
- Provide technical supervision of building inspection personnel, including formal instruction, training, and preparation of inspection manuals.
- Evaluating reports for Electrical equipment that are not listed to National Standards.

## EDUCATION, LICENSES, CERTIFICATES AND REGISTRATIONS

- Cal State Long Beach – B.S. Civil Engineering
- California Professional Engineer – Electrical Engineer

# MARIA YEPREMIAN, P. E.
# SR. PC ENGINEER/MECHANICAL, PLUMBING

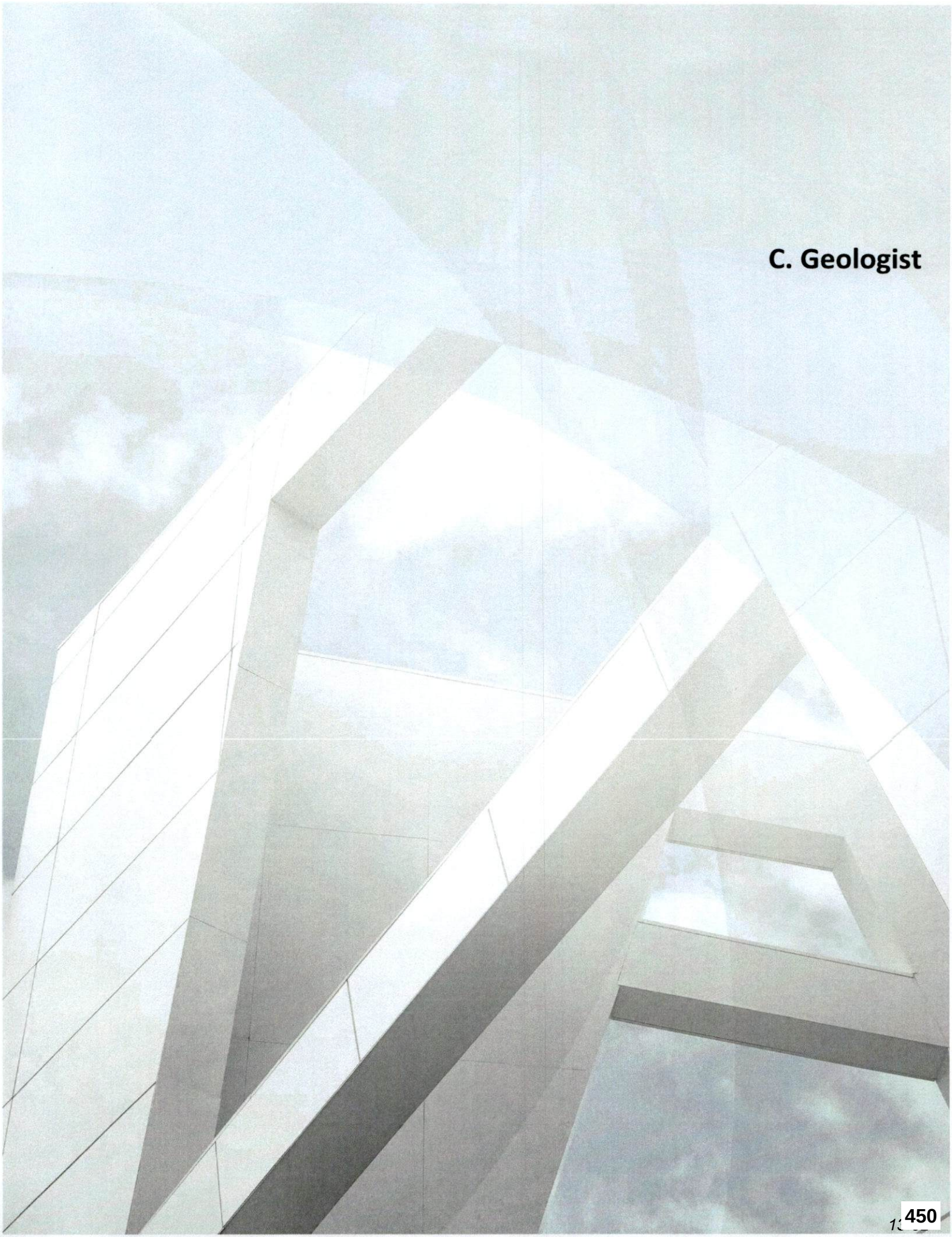
**430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com**

## SUMMARY OF EXPERIENCE

- Reviews mechanical and plumbing plans and specifications for County or private construction projects to ensure compliance with applicable codes, standards, and sound engineering principles.
- Assists field inspectors of mechanical and plumbing facilities to ensure compliance with mechanical and/or plumbing code and to ensure that site conditions match the approved plans.
- Assists technical staff with processing permit applications to verify completeness.
- Creates training materials for inspectors and answers inspector calls on code and engineering items as needed.
- Assists with the development of the County's mechanical and plumbing code manuals.
- Assists management with the research and development of policies and local ordinances.

## EDUCATION, LICENSES, CERTIFICATES AND REGISTRATIONS

- University of Southern California – B.S. Mechanical Engineering, M.S. Engineering Management
- California Professional Engineer – Mechanical Engineer
- International Association of Plumbing and Mechanical Officials
- American Society of Heating, Refrigerating and Air-Conditioning Engineers



# C. Geologist

# CHARLES NESTLE, P.G., E.G.
## (GEOLOGIST)

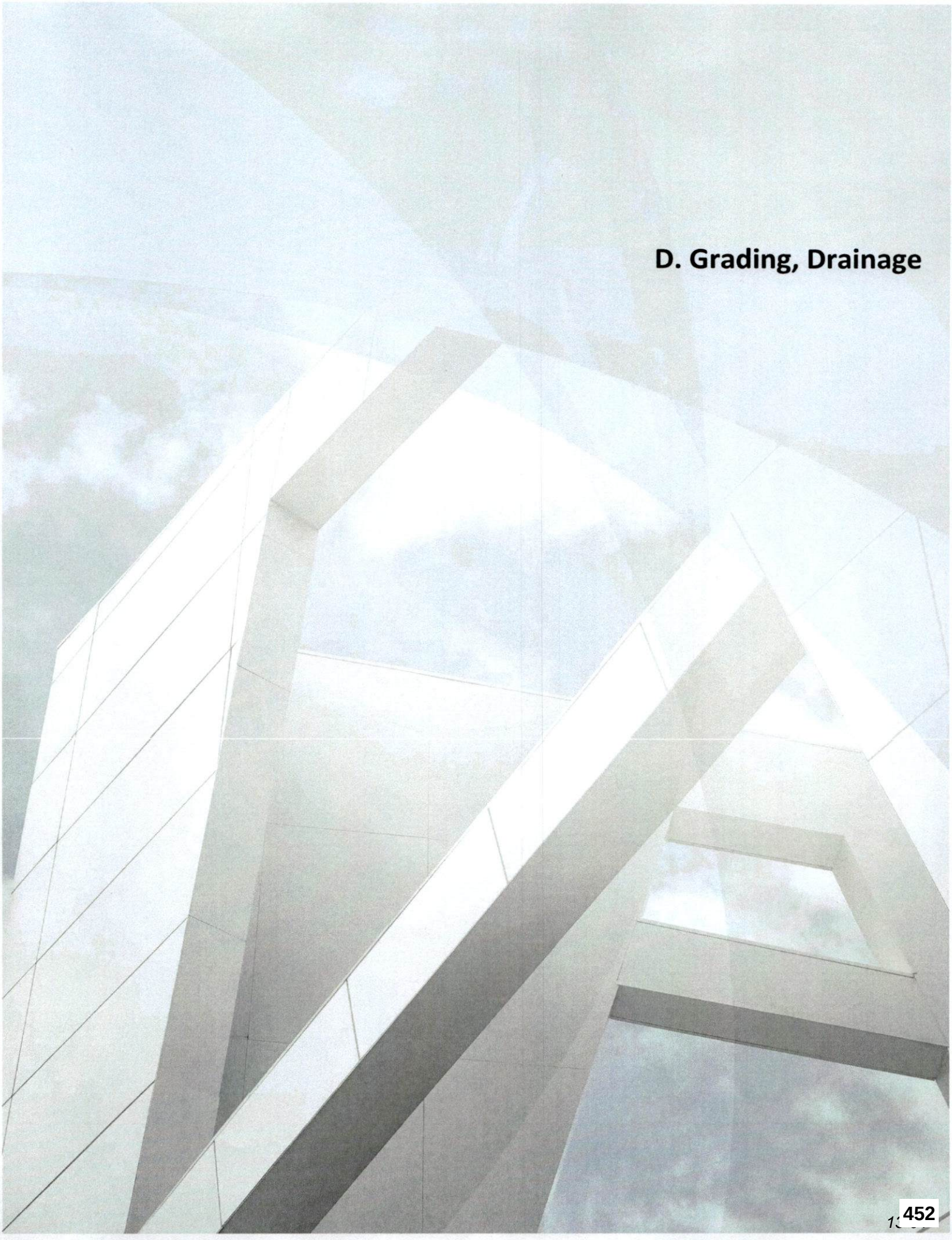
**430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com**

## SUMMARY OF EXPERIENCE

- Over 28 years of experience in engineering geology and geological studies for the County of Los Angeles, Department of Public Works.
- Review reports prepared by geologist for the building plans, grading plans, tentative tract maps for construction projects.
- Revise existing policies and develop new policies to accommodate changes in the State and County Codes and standards of practices. Contribute to revisions of the County of Los Angeles building and grading codes and policies.

## EDUCATION, LICENSES, CERTIFICATES AND REGISTRATIONS

- California State University, Los Angeles (CSULA) – M.S. Geology
- California State University, Humboldt – B.A. Geology
- California Engineering Geologist
- Association of Environmental & Engineering Geologist
- Geological Society of America / American Institute of Professional Geologist (AIPG)



# D. Grading, Drainage

# LISA NASLUND, P.E.
# SR. PLAN CHECK ENGINEER
## (CIVIL, DRAINAGE & GRADING)

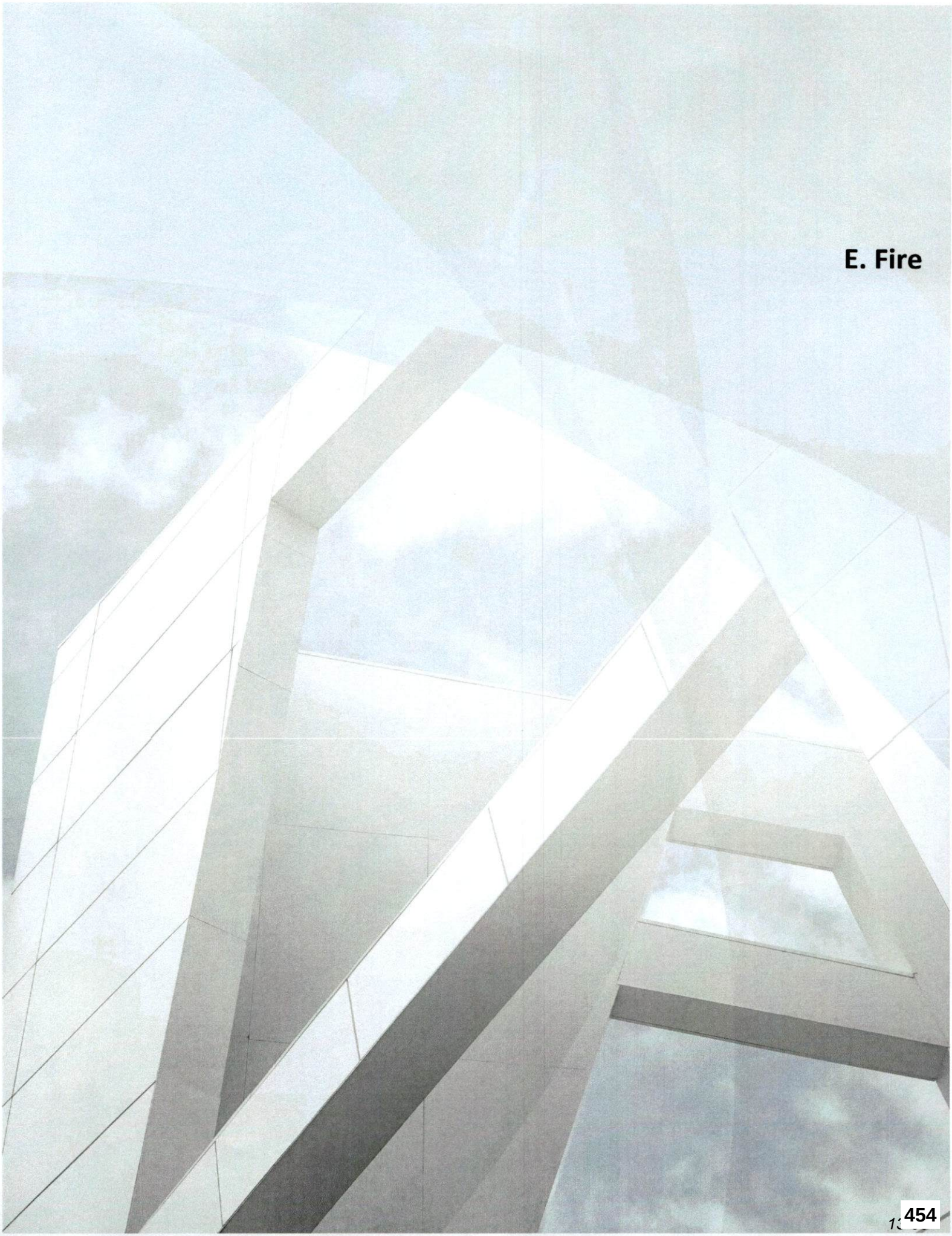
**430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com**

## SUMMARY OF EXPERIENCE

- Over 21 years at the County of Los Angles, Building and Safety Division and JLee Engineering. Has expert knowledge & experience in the fields of drainage, grading, hydrology, SUSMP, LID, and erosion control compliance.
  - Review & approve drainage & grading plans for rough grading, precise grading, drainage, and NPDES compliance; Review all plans, reports and related required documents necessary for compliance
  - Review Drainage & Grading plan for compliance with LA County code, FEMA, and NPDES requirements for Capital Projects and private projects within the Unincorporated County and contract cities.
  - Manage Regional Drainage & Grading Plan check engineers in all County and City offices. Supports staff review of civil plans for drainage & grading code, FEMA, and NPDES compliance and ensures timelines are met.
  - Support inspection staff in the field and interpreting plans.
  - Advised management on code changes, policy concerning section.
  - Provide data and response for NPDES Annual report.
- Support offices managers, inspection and plan check staff on issues related to drainage & grading.

## EDUCATION, LICENSES, CERTIFICATES AND REGISTRATIONS

- California State University, Long Beach – B.S. Civil Engineering
- California Professional Engineer – Civil Engineer
- Qualified SWPPP Developer / Practitioner



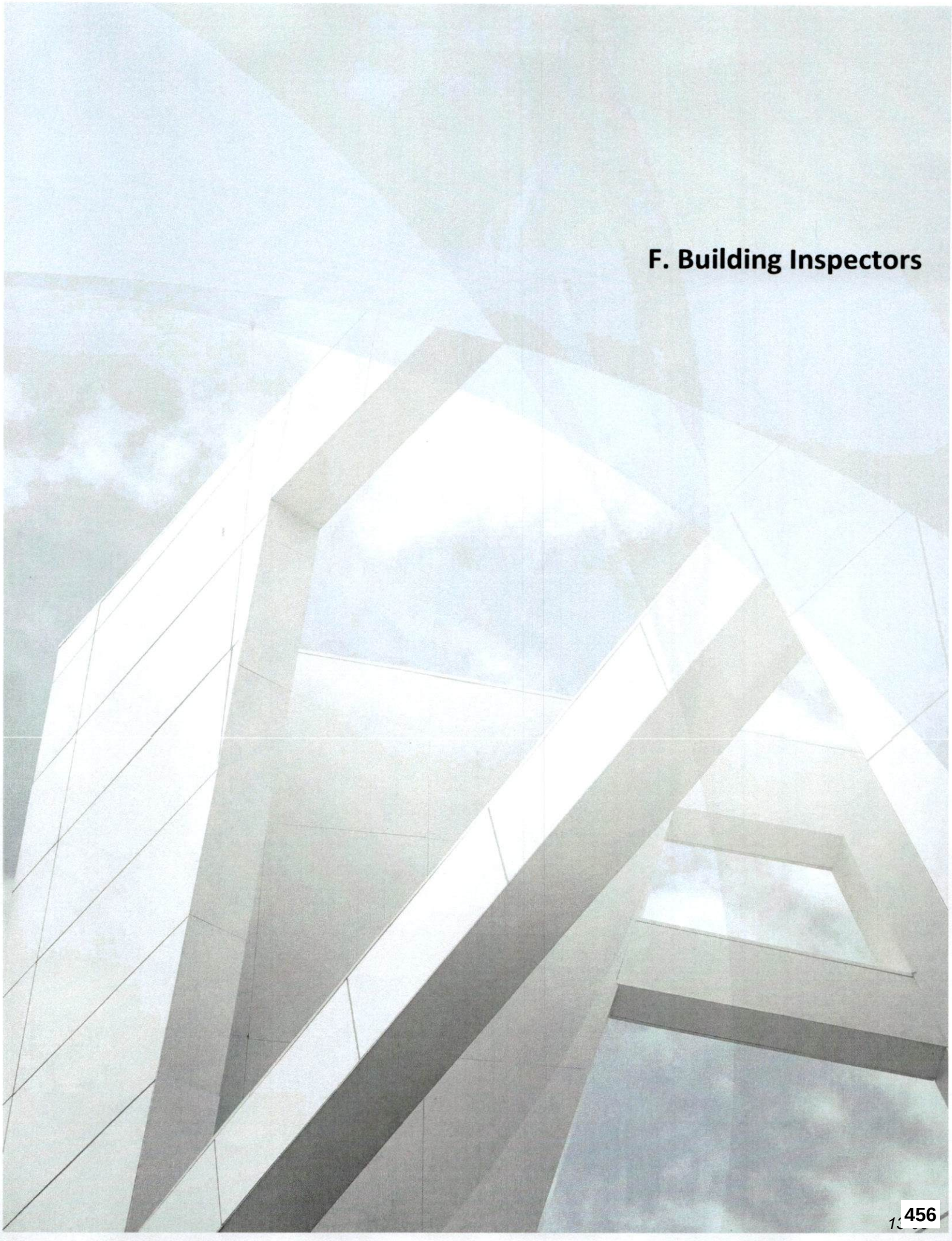
# E. Fire

# SMITH CHOI, P.E.
# SR. PC ENGINEER/FIRE

430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com

## Summary of Experiences

- Conduct life safety, fire protection, and building construction plan reviews in accordance with the International Fire Code.
- Perform fire plan checks and quality control for client agencies.
- Review and interpret various plans and specifications for compliance with codes and regulations.
- Issue permits and notices after evaluating fire protection and alarm systems for conformity to construction plans.
- Enforce code requirements for equipment and material design, construction, and installation, analyzing fire-related hazards.
- Provide public assistance with fee calculations, permit issuance, and dispersing technical information.
- Offer technical support to other city departments and coordinate with external agencies.
- Coordinate with multiple City Agencies on development of National and City Fire Protection Codes.
- Consult on technical matters concerning fire protection during construction and development.
- Provide engineering support for fire protection systems (e.g., sprinkler hydraulics, fire alarm calculations).
- Evaluate and negotiate code modifications and alternative methods for construction.
- Perform inspections to ensure engineering evaluations and fire code compliance.
- Assist in developing and updating City Fire Codes.
- Serve on committees, present on fire safety, and participated in 2015 International Building/Fire Code committee.
- Advised entrepreneurs in franchise/business establishment processes, including site selection, lease negotiation, and construction management.
- Provide consultancy to investment groups such as Gerson Leman Group.
- Increase revenue through innovative products and programs.
- Implement staff training for regulatory compliance.
- Manage regulatory documentation, compliance clearance, and site preparation as Director of Engineering.
- Oversee design, project management, problem resolution, and equipment start-up as Construction Manager.
- Manage the design and remodeling of facilities, ensuring budget and schedule adherence.
- Conduct risk assessments and evaluate plans for regulatory compliance.
- Serve as technical and code expert for design and construction projects.
- Manage environmental, regulatory, OSHA, and safety compliance.
- Negotiate voluntary compliance with regulatory agencies (e.g., SCAQMD, Fire Department).
- Review design and specifications for construction projects; troubleshoot systems and supervise field inspections.
- Develop, update County Mechanical and Plumbing Code and Inspector manual, and administer examinations.



# F. Building Inspectors

# GEORGE PEREZ
# SR. BUILDING INSPECTOR

**430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com**

## SUMMARY OF EXPERIENCE

With over 31 years of experience, this professional has held roles as a Building Inspector, Senior Building Inspector, and Project Manager. Key highlights include:

- Inspecting large commercial buildings for the County of Los Angeles, Architectural Engineering Division.
- Serving as Project Manager for the County of Los Angeles, Dept. of Park and Recreation Project Management Division.
- Inspecting residential and commercial buildings for the City of Beverly Hills, ensuring compliance with multiple technical codes.
- Acting as the main inspector for the Space X complex in the City of Hawthorne.
- Conducting detailed inspections for various facilities, including residential, commercial, and industrial, for government agencies, from construction to specialized assignments.
- Evaluating components such as architectural integrity, fire and life safety, Cal Green standards, and various structural systems.
- Enforcing approved plans and permit documentation for compliance with legal requirements.
- Ensuring adherence to state and local building codes and other regulatory mandates.
- Serving as the chief inspector for Los Angeles County capital improvement projects, focusing on high-quality development and infrastructure standards.
- Enforcing worksite safety protocols and issuing notices of compliance or non-compliance to maintain project standards.

## EDUCATION, LICENSES, CERTIFICATES AND REGISTRATIONS

- ICC Certified Building Inspector
- ICC Certified Mechanical Inspector
- ICC Certified Plumbing Inspector
- ICC Certified Residential Electrical Inspector

# DAN FRELEAUX
# SR. BUILDING INSPECTOR

**430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com**

## SUMMARY OF EXPERIENCE

- Over 27 years of experience as Building Inspector, Sr. Building Inspector, District Engineering Associate, and Regional Trainer.
- Inspect multi-family residential, concrete tilt-up constructions & commercial buildings.
- Investigate construction site for illegal practices and hazardous conditions.
- Organize and scheduled the work of building inspectors.
- Coordinate inspections and developed policies.
- Supervise construction inspections for high profile projects and inspectors.
  Conceptualized and implemented a suite of comprehensive training programs, aimed at upskilling Electrical, Mechanical, Plumbing, and Structural Inspectors, as well as Engineers, to meet the evolving demands of the construction industry.

## EDUCATION, LICENSES, CERTIFICATES AND REGISTRATIONS

- University of California, Los Angeles - Engineering Construction Management
- ICC Certified Commercial Building Inspector
- ICC Certified Commercial Plumbing Inspector
- ICC Certified Reinforced Concrete Inspector

# DAVID KOSAREFF
# SR. BUILDING INSPECTOR

430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com

## SUMMARY OF EXPERIENCE

A Building Inspector with over 36 years of experience at the County of Los Angeles and the City of West Hollywood, specializing in residential, commercial, and industrial building projects. Key responsibilities include:

- Conducting inspections for new constructions, alterations, repairs, remodels, and tenant improvements.
- Assessing complex structures from single-family residences to high-rise buildings and mixed-use occupancies.
- Enforcing permit and code requirements, issuing correction notices, and coordinating with client agencies.
- Ensuring compliance with architectural, fire safety, structural, mechanical, plumbing, and electrical standards, including California's Green Building Standards Code (CALGreen).

- Handling commercial, industrial, and residential projects, including multi-story and rehabilitation endeavors, and enforcing relevant codes, permits, and ordinances.

## EDUCTION & CERTIFICATIONS

- University of California, Los Angeles - Engineering Construction Management
- ICC Certified Commercial Building Inspector
- ICC Certified Commercial Plumbing Inspector
- ICC Certified Reinforced Concrete Inspector

# JOSE ALVAREZ
# SR. BUILDING INSPECTOR

430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com

## SUMMARY OF EXPERIENCE

- Over 31 years of experience as Plan Check Engineer, Sr. Plan Check Engineer, and Building Official at the City of Inglewood.
- Perform structural plan check, electrical, plumbing, mechanical and fire protection plan check.
- Provide code interpretations, developed standard plan check correction sheets.
- Thoroughly versed in all aspects of building plan checks across various trades, ensuring compliance with current codes and standards.
- Perform inspection of public infrastructure, ensuring projects adhere to established guidelines and specifications.
- Perform enforcement of building codes and adept at offering professional consultation services to clients, aiding in the navigation of regulatory requirements.

## EDUCATION, LICENSES, CERTIFICATES AND REGISTRATIONS

- California Polytechnic University – B.S. Civil Engineering
- California Professional Engineer – Civil Engineer

# WAYNE CHATMAN
# SR. BUILDING INSPECTOR

**430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com**

## SUMMARY OF EXPERIENCE

- Over 30 years of experience Sr. Inspector / Assistant Building Office Manager at the County of Los Angeles, Building and Safety. 3 years of experience as Sr. Inspector in the City of El Segundo & City of Yorba Linda.
- Perform inspections of residential, commercial, and Industrial building projects for various building and safety agencies. Project types include new construction, alterations, repairs, remodels, tenant improvements, and other special constructions.
- Enforce permit requirements contained in the approved plans and other permit documents.
- Enforce applicable state and local code requirements and other regulatory requirements related to the construction project.
- Coordinated inspection activities and schedules with the client agency.
- Conducted wide-ranging inspections of residential, commercial, and industrial structures, ensuring a high level of diligence that spans across initial new constructions to renovations, significant repairs, sophisticated remodels, and elaborate tenant improvements.
- Enforced stringent permit conditions as delineated in approved plans and related permit documentation, serving as a steadfast guardian of project integrity and compliance.
- Enforced state and local building codes, proactively ensuring that each project aligns with necessary regulatory frameworks and advances the standards set forth by the construction industry.

## EDUCATION, LICENSES, CERTIFICATES AND REGISTRATIONS

- State Contractor's License
- State Certified Damage Assessment Certificate

# DAVE NEWMAN
## SPECIAL INSPECTOR

430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com

## SUMMARY OF EXPERIENCE

**Current Role:**
**Position: Senior Building Inspector**
**Organization: Los Angeles County Building & Safety, CA**
**Duration: March 2019 – Ongoing**
**Responsibilities: Field building inspection services on various County-owned capital projects.**

- Inspected ground-up construction of a new museum facility, including a two-story building with 350,000 sq. ft. of exhibition and support space. The project featured a bridge spanning Wilshire Boulevard.
- Inspected ground-up construction of a new Department of Mental Health facility, including an 8-story concrete/post-tensioned parking structure and a 15-story structural steel tower.
- Inspected the remodel of a four-story building, covering steel erection, bolting, welding, rebar installation, concrete and masonry placement, and more.
- Inspected construction of a one-story design-build mental health facility, focusing on steel erection, bolting, welding, and compliance reviews.
- Inspected the conversion of cargo containers into classrooms, ensuring compliance with DSA standards.
- Inspected construction of a swimming pool complex, focusing on masonry wall, grouting, and ADA ramp compliance.
- Inspected construction of a state-of-the-art animal care facility, ensuring compliance with steel erection, bolting, welding, and other specifications.
- Inspected remodeling of a 13-story hospital, focusing on reinforced-concrete placement, post-installed anchors, and other compliance aspects.

## ICC CERTIFICATIONS

- California Commercial Combination Inspector
- Master of Special Inspection
- Structural Steel and bolting Special Inspector
- Reinforced Concrete Special Inspector
- Masonry Construction
- Fireproofing

# JEREMY HALL
## SR. BUILDING INSPECTOR

430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com

## SUMMARY OF EXPERIENCE

**Current Role:**
**Position: Senior Building Inspector**
**Organization: Los Angeles County Building & Safety, CA**
**Duration: February 2020 – Ongoing**
**Responsibilities: Performing field building inspection services on various County-owned capital projects.**

- Inspected laboratory testing and storage annexes for the main hospital, covering 10,700 sq. ft. in a single-story, fully sprinklered building.
- Inspected upgrades for ADA compliance, electrical, fire protection, mechanical, and plumbing systems in a three-story building with a sub-grade basement.
- Inspected a three-story center providing medical, dental, and social services, covering 60,175 sq. ft. and fully sprinklered.
- Inspected a 48,938 sq. ft. medical health center consisting of six 2-story and two 1-story buildings, including various healthcare and wellness facilities on an 8.7-acre site.
- Inspected the installation of a new stormwater and basin system, with an 18-month project duration.
- Inspected a 471,000 sq. ft., 21-story tenant office building, ensuring compliance with various occupancy groups and building codes.

## CERTIFICATIONS

- Special Inspector General Requirement – ICC 8007034
- Master of Special Inspection – ICC 8007034
- Concrete Field-Testing Technician Grade I – ACI 01179586
- Adhesive Anchor Installation Inspector – ACI 01179586
- Portable Nuclear Gauge Safety and U.S.D.O.T. Hazmat Certification
- Radiation Safety Officer Certification
- Fiber Wrap (FRP) Inspection Certification by Fyfe

# DAVID V. DI FRANCO
## BUILDING INSPECTOR

430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com

## SUMMARY OF EXPERIENCE

An accomplished inspector with over 16 years of experience in commercial and residential building inspections, specializing in reinforced concrete, post-tension/prestressed concrete, structural masonry, and spray-applied fireproofing. Key duties include reviewing plans, preparing reports, and material sampling. Recent notable projects:

- **Volar, Irvine, CA (7/21 – 4/23)**: Lead Inspector for a $260 million project with mixed-use condos, retail, and a parking structure.
- **Torrance Transit Park & Ride Regional Terminal, Torrance, CA (1/21 – 6/21)**: Deputy Inspector for a $72 million project involving bus training facilities and transit offices.
- **USC Restorative Care Village, Los Angeles, CA (10/20 – 8/21)**: Deputy Inspector for a $110 million medical and care facility project.
- **Union South Bay, Carson, CA (10/17 – 8/20)**: Lead Inspector for a $105 million mixed-use apartment and retail project.
- **One South Redondo, Redondo Beach, CA (3/17 – 9/17)**: Deputy Inspector for a $65 million mixed-use condo and retail project.
- **Monte Cedro, Altadena, CA (4/14 – 5/15)**: Lead Inspector for a $76 million senior housing project with multiple buildings and a parking garage.

## CERTIFICATIONS

- California Commercial Building Inspector
- California Residential Building Inspector
- Reinforced Concrete Special Inspector
- ACI Concrete Field-testing Technician Grade 1
- Post Tension Concrete Special Inspector
- Structural Masonry Special Inspector
- Spray-Applied Fireproofing Special Inspector

# VINCENT ORTIZ
## BUILDING INSPECTOR

430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com

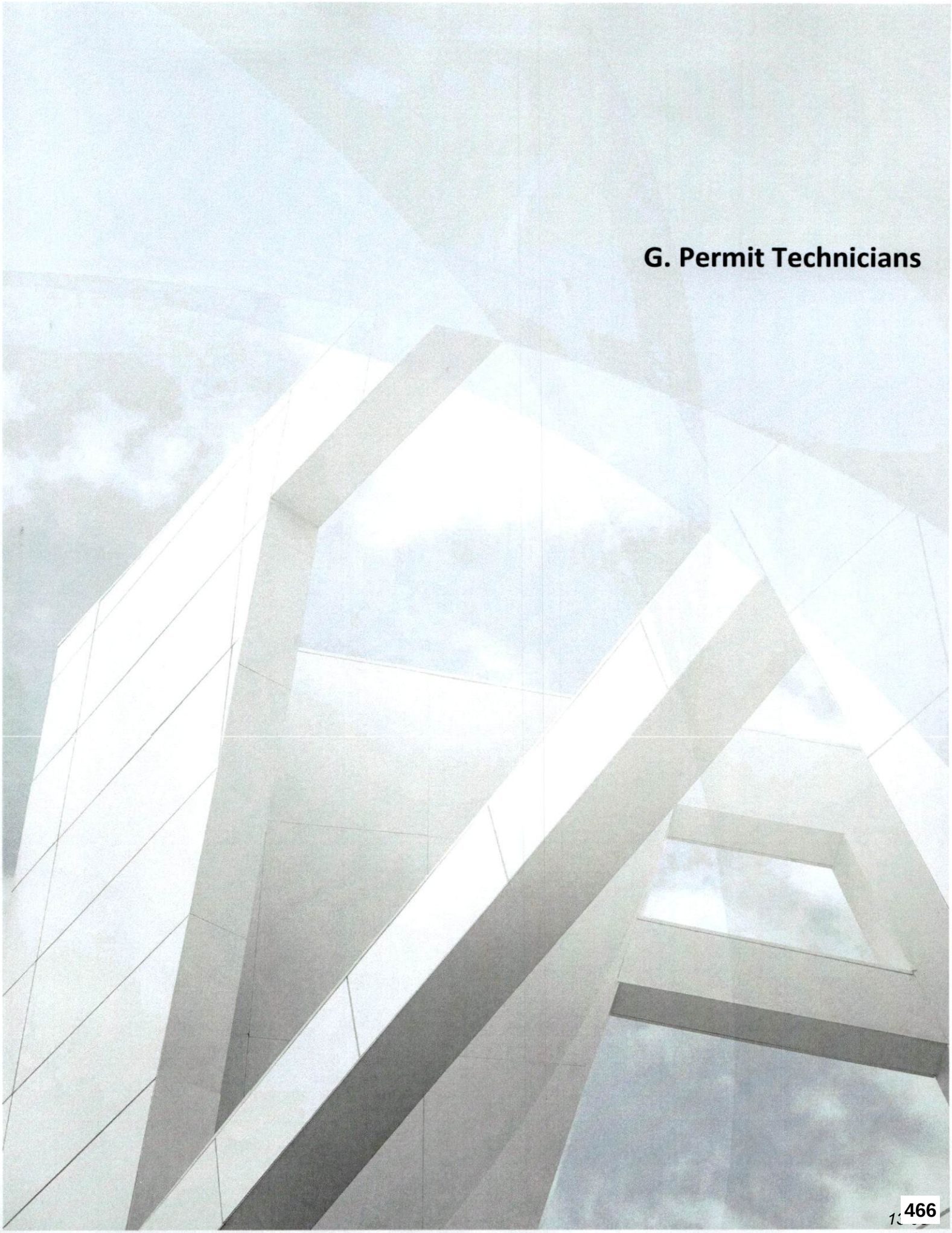
## SUMMARY OF EXPERIENCE

Vincent Ortiz is a Deputy/Special Building Inspector with nearly 20 years of experience. He specializes in reinforced and prestressed concrete, structural masonry, and spray-applied fireproofing. Certified in wood-framed and steel stud construction, Vincent has strong management and communication skills. He is highly organized, thrives under pressure, and consistently meets deadlines.

- **Torrance Transit Park and Ride Regional Terminal**: Resident Building Inspector for $21M LEED Gold terminal. Oversaw concrete, masonry, DIA, and pavement work.
- **Cumulus Podium, Los Angeles**: Resident Deputy Building Inspector for $360M, 910-unit mixed-use development. Involved in post-tension/conventional concrete, masonry, shotcrete, DIA, and steel stud construction.
- **Park 5th High-Rise Apartment Complex, Los Angeles**: Resident Deputy Building Inspector for $212M, 26-story high-rise. Managed post-tension/conventional concrete, masonry, shotcrete, DIA, and steel stud work.
- **Blvd 6200 Mixed-Use/Apartment Complex, Hollywood**: Resident Deputy Building Inspector for $400M project. Included parking garage, retail, and wood frame construction.
- **Plummer Apartments, Northridge**: Resident Deputy Building Inspector for $95M project. Included post-tension parking structure and wood frame construction.
- **Belmont Village Senior Living, Thousand Oaks**: Resident Deputy Building Inspector for $25M senior living project. Included post-tension concrete decks and reinforced masonry.
- **LACMA Phase II Pavilion, Los Angeles**: Resident Deputy Building Inspector for $50M art museum. Managed post-tension concrete, architectural concrete, and DIA.
- **The Medallion Apartments, Los Angeles**: Resident Deputy Building Inspector for $45M mixed-use development. Included subterranean, retail, and wood frame construction.

## CERTIFICATIONS

- ACI Concrete Field-Testing Technician – Grade 1
- ICC Reinforced/Prestressed Concrete, Reinforced Masonry, SFRM Fireproofing, Commercial Building Inspector, Commercial Plumbing Inspector
- City of Los Angeles – Reinforced/Prestressed Concrete, Shotcrete, Reinforced Masonry, Drill in Anchors, Wood



# G. Permit Technicians

# KRISTY ROMO
# PERMIT TECHNICIAN

430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com

## SUMMARY OF EXPERIENCE

- Over 10 years of experience as a Permit/Land Use Technician, adept in the complexities of land use and permitting processes.
- Expert-level Project Manager for the submission and review of comprehensive project plans including but not limited to Construction, Grading, and Street Improvement Plans, as well as Hydrology and Technical Studies, prioritizing accuracy and expedience in processing.
- Proficient in assessing and stipulating conditions for commercial and ministerial permits to adhere to stringent road and drainage compliance standards.
- Conducted meticulous residential plan evaluations to guarantee alignment with the County Development Code's rigorous requirements.
- Engaged in thorough research and data analysis to produce an accurate and detailed daily Land Development report.
- Responsible for the ongoing curation and enhancement of resource materials pertinent to Land Development procedures, along with mentoring and instruction provided to new members of the Land Development team.
- Serve as an informational resource, proficiently interpreting and conveying details of County ordinances, departmental policies, and land use construction regulations and requirements to the public.
- Demonstrated proficiency with a suite of technical software including Accela Automation, Permits Plus, FEMA, Google Earth, PIMS, and GIS Viewer, enhancing operational efficiency and data management. Acted as the key departmental representative during the extended implementation stages of the County's Accela Automation/EZ Online Permitting System, ensuring seamless integration and user adoption.

## EDUCATION, LICENSES, CERTIFICATES AND REGISTRATIONS

- ICC Certified Permit Technician

# ALYSSA DERMENJIAN
# PERMIT TECHNICIAN

430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com

## SUMMARY OF EXPERIENCE

- **Permit Technician – J Lee Engineering – March 2023-Present**
- Coordinate with several plan checkers in office and via email to assign projects, receive and upload corrections, and organize the plan checkers' workflow, schedule, and deadlines.
- Communicate with applicants and LA County personnel via email to receive submittals and send out plan checkers' corrections.
- Ensure accuracy of all incoming and outgoing documents.
- Record all new submittals, re-submittals, and deferred submittals on Microsoft Access, used to keep track of all projects and due dates.
- **Document Control Inspector Consultant - Los Angeles County Public Works Building & Safety Division (Assigned to) May 2023 – Present**
    - Screen submittals to ensure a complete set of plans for plan checkers to begin review; Email applicants if accepted or rejected.
    - Create an Agency Referral sheet for all clearances required prior to permit issuance and invoice the applicant if submittal is accepted.
    - Update workflow for plan check backlog, create internal notes regarding status, and upload files on EPIC LA.
    - Run backlog report of projects to be screened and coordinate with plan checkers at South Whittier District Office.
    - Respond to applicant emails regarding status updates, agency referral, EPIC LA, permit issuance, and plan check.
    - Answer phones and assist applicants in person when additional support is needed at the front counter.

## EDUCATION, LICENSES, CERTIFICATES AND REGISTRATIONS

- ICC Certified Permit Technician
- University of California, Irvine – Bachelor of Humanities in Film & Media Studies

# PRISCILLA ALVAREZ
## PERMIT TECHNICIAN

430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com

## SUMMARY OF EXPERIENCE

Dynamic Engineering Technician/Project Manager with a proven track record at Land Use Services County of San Bernardino, excelling in project management and customer relations. Leveraged expertise in Microsoft Office and bilingual communication skills to enhance process efficiencies and resolve complex issues, ensuring project success in diverse regions. Demonstrates a strong team-oriented attitude and a commitment to continuous learning and improvement.

- Collaborated with engineers, technicians, and other personnel to ensure successful completion of projects.
- Resolved customer complaints regarding quality control issues quickly and efficiently.
- Interpreted schematics, drawings, diagrams, blueprints, and written instructions to build complex assemblies.
- Identified potential areas for improvement in existing processes through root cause analysis methods.
- Provide customers with status updates on current projects.
- Manage projects in the valley, mountain, and desert region.
- Review and process land use applications according to code regulations Issue land use permits such as Solar, Mechanical, Electrical, Plumbing, Alterations, etc
- Assist customers by providing accurate information regarding land use permit questions via telephone, email, and in-person at counter
- Collect fees in the form of cash, check, and credit card in person and over the phone
- Travel to various Land Use Services offices in San Bernardino County to relieve coverage.

## EDUCATION & SKILLS

- License in Cosmetology
- Chaffey College – No Degree
- Proficient in MS Word, Excel and Outlook
- 65 WPM Typing Speed
- Excellent Verbal and Writing Skills
- Bilingual
- Team Player with a Positive Attitude
- Open to new learning opportinuites

# ALYSSA TELLEZ
## PERMIT TECHNICIAN

430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com

## PROFILE

A detail-oriented and highly organized professional with a proven track record in customer service, permit processing, and administrative support. Experienced in managing complex workflows, ensuring compliance with local government regulations, and facilitating communication between multiple stakeholders, including architects, engineers, and county officials. Adept at multitasking in fast-paced environments, with a focus on accuracy, efficiency, and delivering exceptional service. Known for strong problem-solving abilities, effective time management, and a proactive approach to resolving issues. Seeking to leverage expertise in construction documentation, data management, and permit procedures to contribute to the efficiency and success of a growing organization.

## *WORK EXPERIENCE*

- Manage the intake, filing, and distribution of new and resubmitted construction plans, ensuring compliance with county-specific procedures for contracted jurisdictions.
- Maintain an accurate and up-to-date tracking system for all incoming and outgoing plans, including detailed logging of project status, time records, and related documentation.
- Serve as the primary point of contact for permit applicants, architects, engineers, and county officials, providing clear guidance on plan check procedures, requirements, and timelines.
- Review and process permit applications, ensuring all necessary documents and fees are submitted and compliant with local regulations.
- Facilitate communication between internal teams and external clients to resolve any issues or inquiries related to plan check status, compliance, and project progress.
- Prepare and distribute formal communications, including approval letters, status updates, and requests for additional information.

## EDUCATION

**Google IT Support Professional Certificate**
*2022 – 2023*
**COURSERA**

**Early Childhood Development**
*2019 – 2020*
**California State University, Los Angeles**

**High School Diploma**
*2019*
**Monrovia High School**

## SKILLS

- Microsoft Office & Google Suite
- Permit Processing & Documentation
- Effective Communication
- Customer Service
- Time Management
- Organization & Recordkeeping
- Critical Thinking & Problem Solving
- Team Collaboration

# CIERRA DENNING
## PERMIT TECHNICIAN

430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com

### Professional Experience

- Efficiently manage the intake and routing of new and resubmitted construction plans for multiple counties, following distinct procedures tailored to each jurisdiction, ensuring seamless processing and adherence to local codes.
- Maintain a comprehensive internal documentation system that tracks county-specific procedures, ensuring accuracy and consistency in workflows across projects.
- Enter and update project-related information in the company's data tracking system, ensuring all records of time and resource allocation are meticulously logged and accessible for reporting and auditing purposes.
- Serve as the main point of contact for architects, engineers, county officials, and property owners, addressing complex inquiries regarding plan check procedures, code compliance, and project statuses in a timely and professional manner.
- Collaborate with various departments and county agencies to resolve discrepancies in submitted documentation, ensuring compliance with all regulatory requirements before approvals.
- Organize and streamline plan review processes, contributing to the development of more efficient systems that reduce turnaround time and improve communication between parties.
- Maintain a detailed log of all plans received, resubmissions, and approvals, generating reports as required by county officials or internal stakeholders.
- Coordinate with engineers and plan checkers to monitor project timelines, helping to anticipate potential delays and providing proactive solutions to keep projects on schedule.

---

**Bachelor of Arts, Theatre Arts**
*May 2020*
**Westmont College** – Santa Barbara, CA

# JULIA CATHRO
## PERMIT TECHNICIAN

430 Garfield Ave., Suite 301, Alhambra, CA 91801 | (626) 284-8906 | www.JLeeEngineering.com

### PROFILE

Highly organized and detail-oriented professional with a strong background in business operations, customer service, and permit processing. Adept at managing administrative tasks, coordinating with internal and external stakeholders, and ensuring compliance with industry standards. Experienced in handling high-volume transactions, tracking project progress, and maintaining accurate records. Passionate about streamlining processes to enhance efficiency and service delivery.

### *WORK EXPERIENCE*

- Manage the intake, filing, and distribution of new and resubmitted construction plans, ensuring compliance with county-specific procedures for contracted jurisdictions.
- Maintain an accurate and up-to-date tracking system for all incoming and outgoing plans, including detailed logging of project status, time records, and related documentation.
- Serve as the primary point of contact for permit applicants, architects, engineers, and county officials, providing clear guidance on plan check procedures, requirements, and timelines.
- Review and process permit applications, ensuring all necessary documents and fees are submitted and compliant with local regulations.
- Facilitate communication between internal teams and external clients to resolve any issues or inquiries related to plan check status, compliance, and project progress.
- Prepare and distribute formal communications, including approval letters, status updates, and requests for additional information.

### SKILLS & ADDITIONAL INFORMATION

**Technical Skills:**
Salesforce, SAP, PATH, DMVCP, PeopleSoft/ACT, WorkDay, Microsoft Suite (Word, Excel, Spreadsheet, PowerPoint), Microsoft Outlook, Social Media.

**Soft Skills:**
Data analytics, Data entry, Quantitative/Qualitative research, Problem-solving, Exceptional Customer Service.

**Upcoming Projects:**
Plan reading, ICC Certifications.

## 5. Project approach / methodology

We can confirm that we have the relevant experience and methodology to provide the scope of services sought by the City of Newport Beach, including:

- Building Plan Review Services
- On-Call Structural Review
- Building Inspection Services
- Building Permit Technician Services

Since June 2022, JLee Engineering has been successfully providing these services to the City of Newport Beach under RFP No. 22-45. Over this time, we have built a strong working relationship with City staff and consistently met the City's expectations for responsiveness, quality, and timeliness. Our experience delivering services under this current contract enables us to seamlessly continue our work under the new RFP No. 25-37 with minimal transition or learning curve.

We have delivered all plan review, inspection, and permit technician services according to City standards and have maintained high levels of client satisfaction through dependable staffing, on-time deliverables, and a clear understanding of City procedures and preferences. Our team is familiar with Newport Beach's electronic plan review platform and has provided services both off-site and on-site at City Hall.

To ensure continued success, we will implement a specific Work Plan, Quality Assurance Plan, and Staffing Management Plan tailored to the City's needs:

- Assign knowledgeable and experienced staff with appropriate qualifications
- Provide project-specific, code-based correction comments with fast turnaround times
- Maintain open communication and rapid response to City staff and applicants
- Monitor performance metrics to ensure service excellence and compliance with all City requirements

We are committed to delivering quality work products and excellent customer service, just as we have demonstrated since June 2022.

## 5.1: Understanding of Scope of Work

We can confirm that we have the relevant experience and methodology to provide the scope of services sought by the City of Newport Beach.

- **Building Plan Review Services**
- **On-Call Structural Review**
- **Building Inspection Services**
- **Building Permit Technician Services**

For our current clients, we have been successfully delivering services and maintaining high levels of client satisfaction.

For the City of Newport Beach, where we have been providing services since June 2022, we will continue to develop and execute specific Work Plans, Quality Assurance Plans, and Staffing Management Plans to achieve successful service delivery.

- We will provide knowledgeable and experienced staff with the appropriate levels of experience and qualifications.
- We will commit to providing quality work products and deliverables.
- We will commit to thorough and on-time delivery of all services.
- We will commit to providing excellent customer service for the City.

### A. City's Objective

The City of Newport Beach is seeking qualified consultants to provide:

- Building Plan Review Services
- On-Call Structural Review Services
- Building Inspection Services
- Building Permit Technician Services

---

### B. City's Employment Provision

JLee Engineering understands and fully complies with the City's employment provisions, including:

1. Ensuring equal opportunity and non-discrimination in employment practices.
2. Adhering to limits for temporary contract employees:
    - No more than 960 hours per year
    - No full-time work for more than six months
    - No regular part-time service exceeding one year
3. Maintaining control of individual staff schedules.
4. Ensuring City staff are not treated as employees of the City.

---

## C. Building Plan Review Services

We provide off-site plan review services with the following turnaround schedule:

- First Check: 10 working days from submittal
- Subsequent Checks: 5 working days

**Scope of services includes:**

- Reviewing residential, commercial, and industrial projects for compliance with City-adopted codes
- Assigning a Fire Plans Examiner as directed by the Fire Marshal
- Issuing complete electronic plan check letters with code-referenced corrections
- Being available during business hours for consultations with applicants and designers
- Attending meetings as directed by the Chief Building Official
- Reviewing soils and grading plans, surveys, and erosion control plans per City standards

**Qualifications Required**:

- Four years of experience in plan review
- Bachelor's degree in civil, structural engineering, or architecture
- California P.E. or architect license, ICC Plans Examiner, and ICC Fire Plans Examiner certifications
- Background clearance and fingerprinting by Newport Beach Police Department

---

## D. On-Call Structural Review Services

Off-site reviews with the following turnaround schedule:

- First Check: 10 working days
- Subsequent Checks: 5 working days

**Scope of services includes:**

- Complex structural reviews to verify compliance with current codes and standards
- Full documentation and electronic correction letters
- Availability during business hours for issue resolution
- Participation in meetings as required

**Qualifications Required**:

- Ten years of experience in complex structural design review
- Master's degree in structural engineering
- California S.E. license and valid driver's license
- Work to be performed under the direction of the Chief Building Official

---

## E. Building Inspection Services

**Scope of services includes:**

- Up to 80 hours of weekly inspection support
- All inspections and re-inspections per applicable codes and ordinances
- Coordination with the Principal Building Inspector
- Documentation and recordkeeping of all inspections
- Support for Certificates of Occupancy issuance

**Qualifications Required:**

- Experience in residential and commercial inspections
- Excellent customer service skills
- ICC Combination Building Inspector certification and valid driver's license
- Fingerprinting and background check clearance
- General supervision from the Principal Building Inspector

---

## F. Building Permit Technician Services

We provide permit technician services on-site to support the public counter and back-office operations:

- Full-time or part-time ICC Certified Permit Technician
- Responding to inquiries from the public, agencies, and departments
- Calculating fees and reviewing submittals
- Supporting interdepartmental routing and clearance coordination
- Data entry and permit issuance via the City's permitting system

**Qualifications Required:**

- Demonstrated experience in permit processing
- Completion of the 12th grade
- ICC Permit Technician certification and valid driver's license
- Background check and fingerprint clearance
- Supervision by the Permit Technician Supervisor

## 5.2: Work Plans - Implementation of Services

For the scope of work described in the RFP, we will closely coordinate with designated City staff to confirm the City's requirements and expectations for each service.

Having served the City of Newport Beach since June 2022, we have a strong working knowledge of its procedures, systems, and standards. We will continue to build on this foundation and ensure the successful implementation of services through detailed planning, quality assurance, and staffing coordination.

Based on confirmed information, a final work plan will be developed and executed efficiently and effectively to deliver the services for the City of Newport Beach.

The work plan will be monitored and controlled regularly to assure quality delivery of services.

---

### A. Plan Review Services / Structural Review Services

1. **Initiation – Plan Check**
   We will coordinate with City staff to confirm expectations related to plan review services, including:

   - Procedures, policies, and practices to be used
   - Standards, methodologies, and document formats
   - Communication methods and contact list
   - Service delivery goals (initial check, recheck, final review)
   - Use of electronic plan review systems (e.g., Energov)
   - Turnaround expectations (10-day first check, 5-day rechecks)
   - Prioritization of projects and expected workload volume

2. **Execution – Plan Check**
   We will provide plan review services for residential, commercial, industrial, grading, and other structures to ensure compliance with City ordinances, state laws, and the California Building Standards Code.

3. **Plan Review Format**

   - Services provided electronically or conventionally as needed
   - Use of City-approved software and document standards
   - Compliance with all City requirements for digital submittal, review, and recordkeeping

4. **Plan Transmittal – Conventional Plan Reviews**

   - Plans will be picked up within 24 hours of notification
   - Deliveries made via City's preferred method or by commercial courier if requested

5. **Turn-Around Times**

- First Check: 10 working days
- Subsequent Checks: 5 working days
- Additional time for complex projects will be discussed with City

6. **Plan Reviews**

- Qualified reviewers assigned per project type
- All documents logged in our plan tracking system
- Reviews will include scope, valuation, and code compliance verification
- Plan check corrections issued per City requirements
- Direct applicant communications for clarification
- Rechecks provided as needed until full approval

7. **Plan Review Logs and Correspondence**

- All records, reviews, and communication logged per City protocols
- Logs will include date received, reviewed, and rechecked
- Applicant communication will be documented and tracked

8. **Issue Resolution**

- Plan check issues resolved with applicants efficiently via phone, email, or meetings
- Escalation to City staff if required

9. **Billing**

- Itemized monthly billing for all plan check services provided

---

## B. Inspection Services

1. **Initiation – Inspection**

We will coordinate with City staff to confirm:

- Scope of services and expected hours
- Inspection procedures, standards, and documentation methods
- Communication methods and inspection assignment process
- Short-term, intermittent, and long-term staffing expectations

2. **Execution – Inspection**

- Inspections performed per approved scope and assigned schedule
- Qualified inspectors assigned based on project type
- Inspections provided for residential, commercial, and industrial construction
- Correction notices prepared and submitted to the City
- Coordination with Principal Building Inspector on discretionary items and Certificates of Occupancy
- All inspection documentation submitted per City protocols

3. **Billing**

- Monthly itemized invoices submitted for hours worked and services provided

---

## C. Permit Technician, Building Office, and Other Services

1. **Staff Assignments**

- Permit Technicians and support staff assigned based on qualifications and project type

2. **Work Plan Execution**

- Work plans developed for all assignments including engineering support or staffing augmentation
- Plans will follow a four-phase structure: initiation, execution, monitoring, and control

3. **Deliverables**

- Specific service levels and deliverables will be confirmed for each assignment
- Support will include counter operations, intake review, fee calculation, routing, and permit issuance
- Technicians will use the City's permitting system and maintain accurate records

## 5.3: Quality Assurance Plan

To ensure the City of Newport Beach receives high-quality services in accordance with the scope of work, JLee Engineering has implemented a robust Quality Assurance Plan. Since beginning our services for the City in June 2022, we have consistently applied these practices to deliver timely, accurate, and code-compliant work.

Our quality assurance approach focuses on three core pillars: continuous performance review, systematic service execution, and proactive dispute resolution.

---

### A. Performance Monitoring

To ensure the City's satisfaction and compliance with all Scope of Work requirements, we implement the following quality control measures:

- Conduct regular performance reviews in coordination with designated City representatives
- Identify areas of strong performance and areas for improvement
- Respond immediately to feedback or service issues with corrective action
- Reinforce and replicate positive performance outcomes across all service lines

---

### B. Quality Assurance for All Services

Whether the assignment is for Plan Review, Inspection, or Permit Technician services, we apply the following best practices:

1. **Qualified Staff Assignments**
   We assign personnel whose qualifications and experience align specifically with the type and complexity of each project or task.

2. **Thorough Initial and Recheck Reviews**

   - Correction letters are clear, specific, and code-referenced
   - Avoidance of boilerplate or generic comments
   - Comments focus on resolution, not restating the issue

3. **Timely Service Delivery**

   - Plan reviews are completed within agreed-upon timeframes (10-day first check, 5-day rechecks)
   - Inspections are performed promptly upon request and properly documented
   - All documents and communications are submitted and maintained per City preferences, including use of Energov and Bluebeam

4. **Documentation Standards**

   - Plan check comments and inspection results are consistently recorded in City-approved formats
   - Logs and audit trails are maintained for all transactions and correspondences

5. **Efficient Dispute Resolution**

   - Staff are empowered and trained to resolve issues directly with applicants using clear reasoning and code citations
   - All disagreements are handled respectfully and efficiently without compromising City standards

---

## C. Dispute Mitigation and Management

JLee Engineering's proactive dispute mitigation strategy is based on three tiers: Prevention, Resolution, and Elevation.

1. **Prevention**
   Our goal is to prevent disputes by:

   - Assigning appropriately qualified staff to every task
   - Providing thorough, precise, and well-documented reviews and inspections
   - Communicating early with applicants to clarify potential issues before they escalate

2. **Resolution**

   - Most issues are resolved directly by our staff through clear explanation of applicable codes and regulations
   - Our staff engage in respectful dialogue with applicants, architects, and contractors to resolve discrepancies without involving City staff unnecessarily

3. **Elevation**

   - In rare cases where resolution cannot be achieved, we elevate the matter to City staff
   - We provide full documentation and justification to assist the City in resolving the issue with minimal disruption
   - These occurrences are documented and reviewed internally to identify any procedural improvements

## 5.4: Staffing Management Plan

JLee Engineering applies a proactive and flexible staffing approach to meet the City of Newport Beach's plan review, inspection, and permit technician service needs. Since June 2022, we have consistently maintained responsive and reliable staffing levels to ensure uninterrupted service delivery.

We continuously evaluate staffing needs, availability, and workload levels to align resources with the City's priorities. Our Staffing Management Plan is built on three pillars: current capacity, contingency planning, and flexible work locations.

---

### A. Current Staffing Level and Workload

1. **Sufficient Staffing Capacity**
   We currently maintain a qualified pool of engineers, inspectors, and permit technicians with direct experience serving Newport Beach and similar jurisdictions.

2. **Workload Flexibility**
   Our existing and projected workload allows us to absorb additional assignments from the City without compromising quality or turnaround times.

3. **Consistent Delivery Assurance**
   All assignments for the City are prioritized and completed within required timeframes. We perform regular internal reviews to ensure appropriate workload distribution and adherence to schedule.

---

### B. Contingency Plans for Increased Workload

1. **Scalable Staffing Strategy**
   In the event of increased demand, JLee Engineering has a roster of on-call and part-time professionals ready to support additional needs. We also maintain strategic relationships with subject-matter experts in structural, electrical, mechanical, fire, and accessibility disciplines.

2. **Overtime Coverage at No Extra Cost**
   To meet peak workload demands, we authorize qualified staff to work overtime as needed. These efforts are included within our standard rates—there are no additional charges to the City.

3. **Rapid Deployment Capability**
   We are prepared to quickly reassign or onboard personnel to support the City's short-term or emergency staffing needs while maintaining service continuity.

---

### C. Work Location

1. **Off-Site and On-Site Flexibility**
   By default, plan review services are provided off-site from our Alhambra office using digital platforms such as Bluebeam and Energov. On-site service is available upon request for inspection, permit technician, or plan check assignments.

2. **City Integration**
   All assigned staff will integrate seamlessly with City protocols, workflows, and systems, whether working on-site or remotely. Staff are familiar with City standards and have established working relationships with City staff since mid-2022.

3. **Resource Optimization**
   We continually evaluate whether service delivery is more efficient on-site or remotely and make recommendations to the City accordingly.

## 5.5: Customer Service Plan

JLee Engineering was founded on the principle of delivering exceptional client service. Since beginning our partnership with the City of Newport Beach in June 2022, we have maintained a standard of responsive, professional, and solutions-oriented communication that supports the City's operational efficiency.

Our Customer Service Plan is built upon four core commitments: consistent communication, responsiveness, professional conduct, and issue resolution.

---

### A. Communication Protocols

1. **Primary Point of Contact**
   Upon contract execution, a designated Supervisor/Administrator will serve as the central liaison with the City. This ensures accountability, consistency, and streamlined coordination.

2. **Direct Staff Access**
   City staff will also be provided with direct contact information for assigned engineers, inspectors, and permit technicians for expedited communication regarding specific tasks.

3. **Multichannel Availability**

   - Phone: Live receptionist during business hours; direct cell phone access to key personnel
   - Email: Responses within the same business day
   - Meetings: Scheduled as needed for coordination, conflict resolution, or project updates

## B. Responsiveness and Timeliness

1. **Same-Day Response Commitment**
   We strive to respond to all City inquiries—whether by phone or email—within the same business day.

2. **After-Hours Flexibility**
   While our standard business hours apply, we make efforts to be available after-hours for urgent issues, upon request.

3. **Service Alignment with City Timelines**
   All deliverables are completed within the required turnaround timeframes, with proactive updates provided for complex or time-sensitive projects.

---

## C. Professional Conduct

1. **Client-Facing Staff Training**
   All staff assigned to Newport Beach are trained in professional communication, code interpretation, and conflict de-escalation.

2. **Respectful Interaction with the Public**
   Whether at the counter or on job sites, our personnel maintain courteous and informative interactions with applicants, contractors, and members of the public.

3. **Supportive of City Staff**
   Our goal is to operate as an extension of the City's Building and Safety team—enhancing efficiency, reducing administrative burdens, and supporting high-quality service to the community.

---

## D. Proactive Issue Resolution

1. **Early Intervention**
   If challenges or misunderstandings arise (e.g., plan check disputes or inspection delays), our staff proactively engage with applicants to clarify issues and seek resolution before escalation.

2. **City Escalation Only When Necessary**
   We aim to resolve 99% of issues without requiring City intervention. In the rare event City involvement is needed, we provide all supporting documentation and code references to aid in swift decision-making.

3. **Continuous Improvement**
   All issues—regardless of scale—are reviewed internally to identify process improvements and prevent recurrence.

### 5.6: Equipment Listing

For plan review, inspection, and other services, JLee Engineering will provide the staff with necessary equipment/software to perform the work.

The equipment/software may include, but not limited to, laptop computers, cell phones, IPads, MS Office software, and Bluebeam Revu.

## 6. Demonstrated Responsiveness to Request for Service Needs

For each client, we provide building and safety services in response to the service or staff augmentation requests by following the client specific processes. The services include:

- Off-site plan review
- Staff Augmentation - On-site plan review staff
- Staff Augmentation - Inspections and Permit Technicians

# EXHIBIT B
# SCHEDULE OF BILLING RATES

## COST PROPOSAL

The following is the fee schedule for the Building Plan Review, Permit Technicians, and Inspection Services for the City of Newport Beach. The fee schedule will remain unchanged for the duration of the proposed contract term.

Our firm provide on-site services for building plan review, structural review; building inspection; and building permit technician services.

### I. On-Site (City of Newport Beach City Hall)

#### A. Plan Review Services

| | | |
|---|---|---|
| Sr. Plan Check Engineer | $145.00 | (All disciplines) |
| Plan Check Engineer | $135.00 | (All disciplines) |
| Sr. Plan Examiner | $120.00 | (All disciplines) |
| Plan Examiner | $110.00 | (All disciplines) |
| Fire Plan Review | $145.00 | |
| Structural Engineer (S.E.) | $165.00 | |
| Certified Access Specialist (CASp) | $155.00 | |
| Geologist | $155.00 | |
| Geotechnical Engineer | $155.00 | |

#### B. Structural Review Services

| | |
|---|---|
| Structural Engineer (S.E.) | $165.00 |

#### C. Building Inspection Services

| | |
|---|---|
| Senior Inspector | $120.00 |
| Inspector | $110.00 |

#### D. Building Permit Technician Services

| | |
|---|---|
| Permit Technician | $75.00 |

## II. Off-Site – Regular Rate

**A.** Off-Site plan review service fee for the initial plan check and two (2) re-checks will be 70% of City building plan review service fees.

**B.** All other plan reviews including, but not limited to, revisions after approval, deferred submittal, after 2nd recheck will be based on the hourly rates.

## III. Standard Hourly Rates

The following is the standard hourly rates for all other services:

| | | |
|---|---|---|
| Sr. Plan Check Engineer | $145.00 | (All disciplines) |
| Plan Check Engineer | $135.00 | (All disciplines) |
| Sr. Plan Examiner | $120.00 | (All disciplines) |
| Plan Examiner | $110.00 | (All disciplines) |
| Permit Technician | $75.00 | |
| Administration Service | $65.00 | |
| | | |
| Senior Inspector | $120.00 | |
| Inspector | $110.00 | |
| | | |
| Fire Plan Review | $145.00 | |
| | | |
| Structural Engineer (S.E.) | $165.00 | |
| Certified Access Specialist (CASp) | $155.00 | |
| | | |
| Geologist | $155.00 | |
| Geotechnical Engineer | $155.00 | |

## IV. Details of Fee Schedule

A. No additional cost for plan pickup and delivery services.
B. The fees for "expedited" or "accelerated" off-site plan check services will be 1.5 times the regular rate.
C. The fees for "after-hour" inspection services will be 1.5 times the standard hourly rates.
D. The mileage while performing inspections will be reimbursed at Standard Mileage Rate per IRS at the time of occurrence when a vehicle is not provided by the City for the inspection.
E. For on-site assignments, hours worked in exceeding of 40-hour workweek requested by the City will be 1.5 times the hourly rates.
F. Meetings will be charged at the standard hourly rate. For attendances at meetings requiring travel, a minimum of 2 hours will be charged.

## EXHIBIT C

## INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

      Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.

   B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence, four million dollars ($4,000,000) general aggregate. The policy shall cover liability arising from premises, operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars ($2,000,000) per claim and four million dollars ($4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.

B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least

fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

# Attachment C

Professional Services Agreement with CSG Consultants, Inc.

**PROFESSIONAL SERVICES AGREEMENT**
**WITH CSG CONSULTANTS, INC. FOR**
**STAFF AUGMENTATION AND PLAN REVIEW SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 15th day of July, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and CSG CONSULTANTS, INC., a California corporation ("Consultant"), whose address is 550 Pilgrim Drive, Foster City, CA 94404, and is made with reference to the following:

**RECITALS**

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. City desires to engage Consultant to provide staff augmentation and plan review services ("Project").

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.

D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

## 1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on July 8, 2028, unless terminated earlier as set forth herein.

## 2. SERVICES TO BE PERFORMED

Consultant shall diligently perform all the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). City may elect to delete certain Services within the Scope of Services at its sole discretion.

## 3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Consultant to strictly adhere to

the schedule set forth in Exhibit A, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

## 4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Five Hundred Thousand Dollars and 00/100 ($500,000.00),** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement.

Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B.

## 5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Eric Haghani to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

## 6. ADMINISTRATION

This Agreement will be administered by the Community Development Department. City's Deputy Community Development Director/Chief Building Official or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

## 7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

## 8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the

requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

## 9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties"), from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), and which relate (directly or indirectly) to the negligence, recklessness, or willful misconduct of the Consultant or its principals, officers, agents, employees, vendors, suppliers, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them, and/or if it is subsequently determined that an employee of Consultant is not an independent contractor.

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

## 10. INDEPENDENT CONTRACTOR

10.1 It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees.

Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

10.2 Consultant agrees and acknowledges that no individual performing Services or Work pursuant to this Agreement shall: work full-time for more than six (6) months; work regular part-time service of at least an average of twenty (20) hours per week for one year or longer; work nine hundred sixty (960) hours in any fiscal year; or already be a CalPERS member.

10.3 Consultant must submit to and pass a criminal background investigation by providing a complete set of fingerprints to City prior to commencing or performing Services or Work. Consultant is required to submit any fees for the criminal background investigation according to the City's most current administrative fee schedule or successor document. Fingerprints may be required to be updated every five (5) years.

## 11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

## 12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

## 13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

## 14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

## 15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

## 16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

## 17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes

full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

## 18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

## 19. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

## 20. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

## 21. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

## 22. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have

resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

## 23. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

## 24. CONFLICTS OF INTEREST

24.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

## 25. NOTICES

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

25.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Deputy Community Development Director/Chief Building Official
Community Development Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

25.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Cyrus Kianpour
CSG Consultants, Inc.
550 Pilgrim Drive
Foster City, CA 94404

## 26. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.).*

## 27. TERMINATION

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

## 28. STANDARD PROVISIONS

28.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

28.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

28.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach

of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

28.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

28.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

28.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

28.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

28.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

28.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

28.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

28.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:**
**CITY ATTORNEY'S OFFICE**
Date: 6/16/25

By: Jose Montoya for
Aaron C. Harp
City Attorney
6.16.25 AF

**ATTEST:**
Date:_____

By:_____
Leilani I. Brown
City Clerk

**CITY OF NEWPORT BEACH,**
a California municipal corporation
Date:_____

By:_____
Joe Stapleton
Mayor

**CONSULTANT:** CSG Consultants, Inc., a California corporation
Date:_____

By:_____
Cyrus Kianpour
President, Chief Executive Officer

Date:_____

By:_____
Khoa Duong
Vice President

**[END OF SIGNATURES]**

Attachments: Exhibit A – Scope of Services
Exhibit B – Schedule of Billing Rates
Exhibit C – Insurance Requirements

# EXHIBIT A
# SCOPE OF SERVICES

## SECTION A: BUILDING PLAN REVIEW, INSPECTION, AND PERMIT TECHNICIAN SERVICES

**Plan Review Services:**

The City of Newport Beach ("City") is seeking proposals from qualified Consultants to assist the City's Building Division with timely and accurate plan check services for the following scope of plan check. The selected Consultant is asked to provide consultants on staff. Consultant shall:

- Review residential, commercial and industrial buildings for compliance with the City-adopted codes, including California Building and Residential Codes, Green Code, Mechanical Code, Plumbing Code, and Electrical Code; The City of Newport Beach Municipal Code; and State Energy Conservation requirements.
- Provide written notification to each applicant, consisting of a complete electronically generated plan check letter, which outlines the documents reviewed, instructions to the applicant regarding the processing of documents, and a listing of plan check comments. The plan check comments will refer to appropriate sheets, details or calculations pages and the code section of concern. Comments shall specify the apparent code violation.
- Be available, during regular business hours, to discuss and clarify plan check issues with applicants, designers, owners and consultants. Resolution of code issues may be performed by telephone, or meetings, prior to resubmitting corrected plans and documents.
- Attend all required meetings as directed by the Chief Building Official.
- Review soils report, for compliance with CBC, for the proposed scope of work.
- Review grading plans to assure conformance with City codes, written policies and standard specifications and compliance with the recommendations, specifications and details contained in the submitted soils report and assure that all appropriate details are shown on the plans. Review quantity calculations to assure accuracy and completeness.
- Review surveys, in accordance with City Policy.
- Review Erosion Control Plans to verify erosion and sedimentation measures comply with the Best Management Practices per City standards.

**Turn-Around Schedule:**

The Consultant shall complete each plan check, when not conducted in City Hall, within the time specified below:

- First Check: Ten (10) working days from submittal by applicant
- Subsequent Checks: Five (5) working days

**Qualifications:**

- Experience: Four years of experience checking building plans.
- Training: Bachelor's degree from an accredited college or university with major coursework in civil engineering, structural engineering, or architecture.
- License/Certificate: Possession of a valid California driver's license. Possession of State of California registration as a professional engineer or architect. Possession of an ICC "Building Plans Examiner" certificate.

- Additional Requirement: Members of the consultant team performing Building Plan Review services on-site, must successfully complete a thorough background review, including being fingerprinted by Newport Beach Police Department.
- Supervision Received and Exercised: Consultant will receive direction from the Chief Building Official or his or her designee.
- Hours of Work: Consultants assisting with Building Plan Review services shall be available during regular business hours.

**Inspection Services:**

The City of Newport Beach is seeking proposals for Consultant to assist city staff with timely and accurate inspection services for the following scope of inspections. The consultant's personnel will be required to report on-site at City Hall, as directed, and perform field inspections as assigned.

- Provide up to two qualified building inspectors. The City needs up to eighty (80) hours of Contract Inspection Services per week.
- Provide inspections of all requested inspections and re-inspections for compliance with City of Newport Beach Municipal Code and State codes and regulations: California Building Code, Residential Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code, Energy Code, Green Building Standards Code, Disabled Access Regulations, and Title 25; Mobile Home Parks regulations; State Water Resource Control Board regulations related to storm water pollution prevention; Sound Transmission Control regulations; and, locally adopted building ordinances and amendments thereof.
- Consultant's personnel shall not be substituted without approval from the Chief Building Official.
- Maintain all inspection records for all assigned projects, including correction notices and all documentation related to project inspections.
- Coordinate all inspection and re-inspection requests as assigned.
- Coordinate with the Principal Building Inspector, as appropriate, on discretionary decisions or requests for alternate materials.
- Coordinate with the Principal Building Inspector on all Certificate of Occupancy to be sure that all applicable City regulatory agencies have approved the project.

**Qualifications:**

- Experience: Must have demonstrated work experience performing residential and commercial inspections on a variety of construction projects. Must have excellent customer service skills.
- Training: Equivalent to completion of the twelfth grade.
- License/Certificate: Possession of ICC certification as Combination Building Inspector. Possession of an appropriate valid California driver's license.
- Additional Requirement: On-site members of the consultant team performing Building Inspection services must successfully complete a thorough background review, including being fingerprinted by Newport Beach Police Department.
- Supervision Received and Exercised: Contractor receives general supervision from the Principal Building Inspector.
- Hours of Work: On-site consultants assisting with Building Inspection services shall be available during regular business hours.

**Permit Technician Services:**

The City of Newport Beach is seeking proposals for Consultant to assist city staff with timely and accurate permit technician services for the following scope of permit technician services. The consultant's personnel will be required to report on-site at City Hall as directed and perform permit technician work as assigned.

- Provide one qualified permit technician. The City needs a full or part time Contract Permit Technician Services.
- Consultant's personnel shall not be substituted without approval from the Chief Building Official.
- Provide support and technical assistance at the public counter, over the telephone and via email; provide general information and assistance to the public regarding requirements for obtaining permits, zone clearances, and business license;
- Assist in responding to requests for information from other departments and governmental agencies regarding the General Plan, Zoning Code, Local Coastal Program, and Subdivision Code;
- Determine building valuations based on established standards; calculate and determine a variety of fees for plan checks, permits, taxes and sanitation district and school district charges;
- Instruct applicants on correct procedures for completing required forms and applications; provide information regarding City, State and Federal regulations pertaining to building, planning, and public works activities;
- Maintain recorded of plans and applications submitted; participate or direct the filing and routing of plans and permits to appropriate City departments and staff;
- Coordinate the plan approval process between various City departments; refer applicants to appropriate City department or outside agency as necessary;
- Notify applicants when plan or permits are ready for pick-up or issuance; provide status updates as required;
- Follow-up on stop work orders and complaints;
- Perform data entry and issue permits via the computerized permitting system;
- Verify worker's compensation insurance and State contractor licensing; and
- Perform related duties as assigned.
- Coordinate with the Permit Technician Supervisor and attend all required meetings as directed by the Chief Building Official.

**Qualifications:**

- Experience: Must have demonstrated work experience performing permit technician work on a variety of construction projects. Must have excellent customer service skills.
- Training: Equivalent to completion of the twelfth grade.
- License/Certificate: Possession of ICC certification as Permit Technician. Possession of an appropriate valid California driver's license.
- Additional Requirement: On-site members of the consultant team performing Permit Technician services must successfully complete a thorough background review, including being fingerprinted by Newport Beach Police Department.
- Supervision Received and Exercised: Contractor receives general supervision from the Permit Technician Supervisor.

- Hours of Work: On-site consultants assisting with Permit Technician services shall be available during regular business hours.

# EXHIBIT B
# SCHEDULE OF BILLING RATES

# Cost File

## CSG BUILDING & SAFETY SERVICES FEE SCHEDULE

CSG's fee schedule for proposed work is provided below. If plans are not submitted electronically, CSG will coordinate the pickup and return of all plans to CSG via CSG staff or a licensed courier service. Plan review is based on a percentage of the agency's plan check fees and includes the initial plan review and all subsequent reviews. Deferred submittals, revisions, and RFIs will be charged at the appropriate hourly rate below. RFIs for large developments will be performed at an hourly rate, and turnaround times will be agreed upon in advance with the agency. Except for residential solar projects, CSG will charge a minimum of $250 per plan review project.

| PERSONNEL / REVIEW TYPE | ALL INCLUSIVE FEE / HOURLY RATE |
|---|---|
| **Off-Site Building Plan Review by Percentage** | |
| Full Building Plan Review by Percentage for Valuation up to $1,999,999 | 70% of Agency's Building Plan Check Fees |
| Full Building Plan Review by Percentage for Valuation greater than $2,000,000 | 65% of Agency's Building Plan Check Fees |
| Mechanical, Electrical & Plumbing (M/E/P) Plan Review by Percentage | 45% of Agency's Building Plan Check Fees or 70% of Agency's M/E/P Plan Check Fees |
| Structural Only Plan Review by Percentage | 45% of Agency's Building Plan Check Fees or 70% of Agency's Structural Plan Check Fees |
| Expedited Plan Review by Percentage | 95% of Agency's Building Plan Check Fees |
| Minimum Plan Review Fee Per Project (See Exclusions) | $250 |
| **Off-Site Building Plan Review (Hourly Rates)** | |
| Building Plan Review | $150 |
| Principal M/E/P – Certified Plans Examiner | $150 |
| Building Plan Review – Structural Engineer | $170 |
| Grading Plan Review – Civil Engineer | $150 |
| CASp Plan Review/Consultation | $160 |
| Expedited Plan Review (Hourly) | 1.5 x Hourly Rate |
| **Building Department Services** | |
| Permit Technician | $90 |
| Senior Permit Technician | $95 |
| CASp Inspection | $160 |
| Building Inspector | $110 |
| Combination Building Inspector | $120 |
| Administration/Plan Processing | $80 |

## FIRE PREVENTION SERVICES

| ROLE / SERVICE | ALL INCLUSIVE FEE / HOURLY RATE |
|---|---|
| **Off-Site Fire Prevention Plan Review – by Percentage** | |
| Fire Plan Review by Percentage | 65% of Agency's Fire Plan Check Fees |
| Expedited Plan Review by Percentage | 95% of Agency's Fire Plan Check Fees |
| **Off-Site Fire Prevention Plan Review – Hourly** | |
| Fire Plan Review (Reviews not covered in Permit Fees) | $140 |
| Fire Plan Review - Fire Protection Engineer | $260 |
| Expedited Plan Review (Hourly) | 1.5 x Hourly Rate |
| **On-Site Fire Prevention Services** | |
| Fire Plan Review - Over the Counter | $140 |
| Senior Fire Inspector (New Construction Inspections) | $140 |
| Fire Inspector (State Mandated Inspections) | $125 |
| Fire Permit Technician | $100 |

**TERMS**

- *Plan reviews based on a percentage of the agency's plan check fees include the initial plan review and all subsequent reviews. Deferred submittals, revisions, and RFIs will be charged at the appropriate hourly rate.*
- *The minimum plan review fee per project for percentage-based reviews excludes solar, energy storage system (ESS), and electric vehicle charging station (EVCS) reviews.*
- *RFIs for large developments will be performed at an hourly rate, and turnaround times will be agreed upon in advance with the agency.*
- *Depending on project size and scope, CSG's percentage-based expedited plan review rate may be adjusted if mutually agreed upon between the agency and CSG.*
- *All hourly rates include overhead costs including but not limited to salaries, benefits, workers' compensation insurance, local travel, and miscellaneous office expenses.*
- *Should the scope of work change or circumstances develop which necessitate special handling, CSG will notify the agency prior to proceeding.*
- *Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate.*
- *If plans are not submitted electronically, CSG will coordinate the pickup and return of all plans to CSG via CSG staff or a licensed courier service.*

- *Administration/Plan Processing fees are incurred for specific additional services requested by the agency beyond the normally provided CSG administrative services which typically include coordinating the pick-up and return of plans; performing scanning, collating, and tracking; and providing plan review status updates to the agency. Cost for additional services will be negotiated based on the type of request with a minimum fee based on 0.5 hours of service per project.*
- *Building Department Special Projects may include developing and establishing the following: building department workflows and relationships with other internal agency departments, building permit code requirements, inspector and permit technician responsibilities, criteria for over-the-counter plan review and out-to-plan check projects, transmittals and routing processes, Building Department handouts for different project types; and may include other duties as assigned by the agency.*
- *When requested, Building Grading Plan Review is limited to on-site general grading within the boundary of the proposed site and the disturbed area. The review is within the scope of the building permit and excludes any off-site reviews or analysis outside of the area covered by the building permit and the plan check submittal. Review will include compliance with CBC Appendix J (if the jurisdiction has adopted it), CBC Chapter 18, and applicable jurisdictional ordinances and requirements. If the agency requests a review beyond the requirements in CBC Chapter 18, Appendix J, and City Ordinances, fees will be charged according to CSG's hourly rates for Land Development and Engineering services.*
- *For hourly projects only, performance of plan review services utilizing the agency's adopted plan review software (e.g., ProjectDox or Bluebeam Studios) to, for example, markup plans with corrections and redlines and/or coordinate with other internal agencies, may involve additional time being added to the plan review time at the associated plan review rate.*

## EXHIBIT C

## INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

   Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.

   B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence, four million dollars ($4,000,000) general aggregate. The policy shall cover liability arising from premises, operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars ($2,000,000) per claim and four million dollars ($4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.

B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least

fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

# Attachment D

Professional Services Agreement with Bureau Veritas North America, Inc.

# PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS NORTH AMERICA, INC. FOR STAFF AUGMENTATION AND PLAN REVIEW SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 8th day of July, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and BUREAU VERITAS NORTH AMERICA, INC., a Delaware corporation ("Consultant"), whose address is 16800 Greenspoint Park Drive, Suite 300S, Houston, TX 77061, and is made with reference to the following:

## RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. City desires to engage Consultant to provide Staff Augmentation and Plan Review Services ("Project").

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.

D. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

## 1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on July 8, 2028, unless terminated earlier as set forth herein.

## 2. SERVICES TO BE PERFORMED

Consultant shall diligently perform all the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). City may elect to delete certain Services within the Scope of Services at its sole discretion.

## 3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in accordance with the schedule included in Exhibit A. In the absence of a specific schedule, the Services shall be performed to

completion in a diligent and timely manner. The failure by Consultant to strictly adhere to the schedule set forth in Exhibit A, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by hand-delivery or mail.

## 4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Five Hundred Thousand Dollars and 00/100 ($500,000.00),** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Consultant only for those costs or expenses specifically identified in Exhibit B to this Agreement or specifically approved in writing in advance by City.

4.4 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement.

Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B.

## 5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated Trang Huynh to be its Project Manager. Consultant shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

5.3 If Consultant is performing inspection services for City, the Project Manager and any other assigned staff shall be equipped with a cellular phone to communicate with City staff. The Project Manager's cellular phone number shall be provided to City.

## 6. ADMINISTRATION

This Agreement will be administered by the Community Development Department. City's Deputy Community Development Director/Chief Building Official or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

## 7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

## 8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies that the Work conforms to the

requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

## 9. HOLD HARMLESS

9.1 To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers and employees (collectively, the "Indemnified Parties"), from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), and which relate (directly or indirectly) to the negligence, recklessness, or willful misconduct of the Consultant or its principals, officers, agents, employees, vendors, suppliers, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them, and/or if it is subsequently determined that an employee of Consultant is not an independent contractor.

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

## 10. INDEPENDENT CONTRACTOR

10.1 It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Consultant or its employees.

Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the Services.

10.2 Consultant agrees and acknowledges that no individual performing Services or Work pursuant to this Agreement shall: work full-time for more than six (6) months; work regular part-time service of at least an average of twenty (20) hours per week for one year or longer; work nine hundred sixty (960) hours in any fiscal year; or already be a CalPERS member.

10.3 Consultant must submit to and pass a criminal background investigation by providing a complete set of fingerprints to City prior to commencing or performing Services or Work. Consultant is required to submit any fees for the criminal background investigation according to the City's most current administrative fee schedule or successor document. Fingerprints may be required to be updated every five (5) years.

## 11. COOPERATION

Consultant agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

## 12. CITY POLICY

Consultant shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

## 13. PROGRESS

Consultant is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

## 14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

## 15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

## 16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

## 17. OWNERSHIP OF DOCUMENTS

17.1 Each and every report, draft, map, record, plan, document and other writing produced, including but not limited to, websites, blogs, social media accounts and applications (hereinafter "Documents"), prepared or caused to be prepared by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Additionally, all material posted in cyberspace by Consultant, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such Documents, including all logins and password information to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes

full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

## 18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

## 19. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

## 20. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

## 21. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

## 22. ERRORS AND OMISSIONS

In the event of errors or omissions that are due to the negligence or professional inexperience of Consultant which result in expense to City greater than what would have

resulted if there were not errors or omissions in the Work accomplished by Consultant, the additional design, construction and/or restoration expense shall be borne by Consultant. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

## 23. CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS

City reserves the right to employ other Consultants in connection with the Project.

## 24. CONFLICTS OF INTEREST

24.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

## 25. NOTICES

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

25.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Deputy Community Development Director/Chief Building Official
Community Development Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

25.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Craig Baptista
Bureau Veritas North America, Inc.
180 Promenade Circle, Suite 150
Sacramento, CA 95834

## 26. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Consultant shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.).*

## 27. TERMINATION

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

## 28. STANDARD PROVISIONS

28.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

28.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Consultant shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

28.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach

of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

28.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

28.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

28.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

28.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

28.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

28.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

28.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

28.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:**
**CITY ATTORNEY'S OFFICE**
Date: 6/18/25

By: Jose Montoya for
Aaron C. Harp
City Attorney
MS 6/18/25

**ATTEST:**
Date:_____

By:_____
Molly Perry
Interim City Clerk

**CITY OF NEWPORT BEACH,**
a California municipal corporation
Date:_____

By:_____
Joe Stapleton
Mayor

**CONSULTANT:** Bureau Veritas North America, Inc., a Delaware corporation
Date:_____

By:_____
Manuel (Craig) Baptista
Vice President

**[END OF SIGNATURES]**

Attachments: Exhibit A – Scope of Services
Exhibit B – Schedule of Billing Rates
Exhibit C – Insurance Requirements

# EXHIBIT A
# SCOPE OF SERVICES

## SECTION A: BUILDING PLAN REVIEW, INSPECTION, AND PERMIT TECHNICIAN SERVICES

**Plan Review Services:**

Consultant shall:

- Review residential, commercial and industrial buildings for compliance with the City-adopted codes, including California Building and Residential Codes, Green Code, Mechanical Code, Plumbing Code, and Electrical Code; The City of Newport Beach Municipal Code; and State Energy Conservation requirements.
- Provide written notification to each applicant, consisting of a complete electronically generated plan check letter, which outlines the documents reviewed, instructions to the applicant regarding the processing of documents, and a listing of plan check comments. The plan check comments will refer to appropriate sheets, details or calculations pages and the code section of concern. Comments shall specify the apparent code violation.
- Be available, during regular business hours, to discuss and clarify plan check issues with applicants, designers, owners and consultants. Resolution of code issues may be performed by telephone, or meetings, prior to resubmitting corrected plans and documents.
- Attend all required meetings as directed by the Chief Building Official.
- Review soils report, for compliance with CBC, for the proposed scope of work.
- Review grading plans to assure conformance with City codes, written policies and standard specifications and compliance with the recommendations, specifications and details contained in the submitted soils report and assure that all appropriate details are shown on the plans. Review quantity calculations to assure accuracy and completeness.
- Review surveys, in accordance with City Policy.
- Review Erosion Control Plans to verify erosion and sedimentation measures comply with the Best Management Practices per City standards.

**Turn-Around Schedule:**

Consultant shall complete each plan check, when not conducted in City Hall, within the time specified below:

- First Check: Ten (10) working days from submittal by applicant
- Subsequent Checks: Five (5) working days

**Qualifications:**

- Experience: Four years of experience checking building plans.
- Training: Bachelor's degree from an accredited college or university with major coursework in civil engineering, structural engineering, or architecture.
- License/Certificate: Possession of a valid California driver's license. Possession of State of California registration as a professional engineer or architect. Possession of an ICC "Building Plans Examiner" certificate.
- Additional Requirement: Members of the consultant team performing Building Plan Review services on-site, must successfully complete a thorough background review, including being fingerprinted by Newport Beach Police Department.
- Supervision Received and Exercised: Consultant will receive direction from the Chief Building Official or his or her designee.
- Hours of Work: Consultants assisting with Building Plan Review services shall be available during regular business hours.

**Inspection Services:**

Consultant's personnel will be required to report on-site at City Hall, as directed, and perform field inspections as assigned.

- Provide up to two qualified building inspectors. The City needs up to eighty (80) hours of Contract Inspection Services per week.
- Provide inspections of all requested inspections and re-inspections for compliance with City of Newport Beach Municipal Code and State codes and regulations: California Building Code, Residential Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code, Energy Code, Green Building Standards Code, Disabled Access Regulations, and Title 25; Mobile Home Parks regulations; State Water Resource Control Board regulations related to storm water pollution prevention; Sound Transmission Control regulations; and, locally adopted building ordinances and amendments thereof.
- Consultant's personnel shall not be substituted without approval from the Chief Building Official.
- Maintain all inspection records for all assigned projects, including correction notices and all documentation related to project inspections.
- Coordinate all inspection and re-inspection requests as assigned.
- Coordinate with the Principal Building Inspector, as appropriate, on discretionary decisions or requests for alternate materials.
- Coordinate with the Principal Building Inspector on all Certificate of Occupancy to be sure that all applicable City regulatory agencies have approved the project.

**Qualifications:**

- Experience: Must have demonstrated work experience performing residential and commercial inspections on a variety of construction projects. Must have excellent customer service skills.
- Training: Equivalent to completion of the twelfth grade.
- License/Certificate: Possession of ICC certification as Combination Building Inspector. Possession of an appropriate valid California driver's license.
- Additional Requirement: On-site members of the consultant team performing Building Inspection services must successfully complete a thorough background review, including being fingerprinted by Newport Beach Police Department.
- Supervision Received and Exercised: Contractor receives general supervision from the Principal Building Inspector.
- Hours of Work: On-site consultants assisting with Building Inspection services shall be available during regular business hours.

**Permit Technician Services:**

Consultant's personnel will be required to report on-site at City Hall as directed and perform permit technician work as assigned.

- Provide one qualified permit technician. The City needs a full or part time Contract Permit Technician Services.
- Consultant's personnel shall not be substituted without approval from the Chief Building Official.
- Provide support and technical assistance at the public counter, over the telephone and via email; provide general information and assistance to the public regarding requirements for obtaining permits, zone clearances, and business license;
- Assist in responding to requests for information from other departments and governmental agencies regarding the General Plan, Zoning Code, Local Coastal Program, and Subdivision Code;
- Determine building valuations based on established standards; calculate and determine a variety of fees for plan checks, permits, taxes and sanitation district and school district charges;
- Instruct applicants on correct procedures for completing required forms and applications; provide information regarding City, State and Federal regulations pertaining to building, planning, and public works activities;
- Maintain recorded of plans and applications submitted; participate or direct the filing and routing of plans and permits to appropriate City departments and staff;
- Coordinate the plan approval process between various City departments; refer applicants to appropriate City department or outside agency as necessary;
- Notify applicants when plan or permits are ready for pick-up or issuance; provide status updates as required;
- Follow-up on stop work orders and complaints;
- Perform data entry and issue permits via the computerized permitting system;
- Verify worker's compensation insurance and State contractor licensing; and
- Perform related duties as assigned.
- Coordinate with the Permit Technician Supervisor and attend all required meetings as directed by the Chief Building Official.

**Qualifications:**

- Experience: Must have demonstrated work experience performing permit technician work on a variety of construction projects. Must have excellent customer service skills.
- Training: Equivalent to completion of the twelfth grade.
- License/Certificate: Possession of ICC certification as Permit Technician. Possession of an appropriate valid California driver's license.
- Additional Requirement: On-site members of the consultant team performing Permit Technician services must successfully complete a thorough background review, including being fingerprinted by Newport Beach Police Department.
- Supervision Received and Exercised: Contractor receives general supervision from the Permit Technician Supervisor.
- Hours of Work: On-site consultants assisting with Permit Technician services shall be available during regular business hours.

# EXHIBIT B
# SCHEDULE OF BILLING RATES

# COST FILE

## CITY OF NEWPORT BEACH - BUILDING PLAN REVIEW, PERMIT TECHNICIAN & INSPECTION SERVICES

Bureau Veritas North America, Inc. (BV) pricing reflects our commitment to the success of the City of Newport Beach by helping the City maintain significant quality and cost saving benefits.

- BV provides on-site Building Plan Review; Structural Review; Building Inspection; and Building Permit Technician services
- The proposed fee schedule will remain unchanged for the duration of the proposed contract term
- Highly qualified licensed and certified staff, and the confidence of working with a consultant in operation for 197+ years

| PLAN CHECK PERCENTAGE OF FEE, BASED ON THE CITY'S COLLECTED FEES | | |
|---|---|---|
| Non-Residential Projects: 60% of City Collected Fees<br>Residential Projects: 45% of City Collected Fees | | |
| Includes one (1) plan check and two (2) re-checks, based on a percentage of City building plan review service fees | | |
| **HOURLY RATES FOR SERVICES** | | |
| **Personnel Classifications** | **Hourly Billing Rate** | **ON-SITE Hourly Billing Rate** |
| Structural Engineer (Master's Degree and 10 Years of Experience) / Fire Protection Engineer | $150.00 | $165.00 |
| Plan Review Engineer / Sr. ICC Certified Plans Examiner (Bachelors Degree and 4 Years of Experience) | $130.00 | $145.00 |
| Plan Review Examiner (Miscellaneous Plan Reviews) | $115.00 | $130.00 |
| ICC Certified Fire Plans Examiner | $130.00 | $145.00 |
| Fire Plans Examiner | $130.00 | $145.00 |
| **Solar Program** | **Per Review** | **Turn Around** |
| Typical Solar Review - Initial Review | $150.00 | 4 Working Days |
| Typical Solar Review - Subsequent Review | $50.00 | 2 Working Days |
| Expedited Solar Review - Initial Review | $250.00 | 2 Working Days |
| Expedited Solar Review - Subsequent Review | $70.00 | 1 Working Day |
| | | **ON-SITE Hourly Billing Rate** |
| Senior ICC Certified Building Inspector | | $105.00-$115.00 |
| ICC Certified Building Inspector | | $90.00-$100.00 |
| Senior ICC Certified Fire Inspector | | $115.00-$125.00 |
| ICC Certified Fire Inspector | | $90.00-$100.00 |
| ICC Certified Permit Technician | | $70.00-$85.00 |

- Fast track / Expedited plan reviews shall be an additional 1.5 times the fees shown above.
- Overtime (OT) will be charged at 25% times the standard hourly rate; hours worked on a designated holiday will be charged at the appropriate OT rate. No overtime will be charged without prior written approval.
- The Solar Program pricing is for offsite reviews, any onsite support would fall under the Plan Review or Plan Examiner on-site hourly rate.

**Inspections:**

- Performed the following day after request
- Weekend and emergency response inspections upon request

## EXHIBIT C

## INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.

   A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

      Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.

   B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence, four million dollars ($4,000,000) general aggregate. The policy shall cover liability arising from premises, operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit each accident.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of two million dollars ($2,000,000) per claim and four million dollars ($4,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.

B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.

C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

5. Additional Agreements Between the Parties. The parties hereby agree to the following:

A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least

fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

C. Right to Review Subcontracts. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.

G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.

H. Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

CITY OF

# NEWPORT BEACH

## City Council Staff Report

July 8, 2025
Agenda Item No. 14

| | |
|---|---|
| **TO:** | HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL |
| **FROM:** | Seimone Jurjis, Assistant City Manager/Community Development Director - 949-644-3232, sjurjis@newportbeachca.gov |
| **PREPARED BY:** | Benjamin M. Zdeba, AICP, Planning Manager - 949-644-3253, bzdeba@newportbeachca.gov |
| **TITLE:** | General Plan Update Steering Committee Bi-Monthly Update to the City Council |


**ABSTRACT:**

Since the previous update to the City Council in January 2025, the General Plan Update Steering Committee held one public meeting, the General Plan Advisory Committee held two public meetings, and various subcommittees held three public meetings. This report provides an update to the City Council on the discussions and actions taken.


**RECOMMENDATIONS:**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

b) Receive and file the report.

**DISCUSSION:**

The General Plan Update Steering Committee (GPUSC) is chaired by Nancy Gardner with Phillip Brown and Kimberly Carter as members. The primary purpose of the GPUSC is to guide the 24-member General Plan Advisory Committee (GPAC) and to report to the City Council. The City's dedicated website for the General Plan Update is https://www.newportbeachca.gov/gpupdate. It provides information on the progress made and upcoming events, as well as opportunities for community input and engagement.

Attachment A to this report was prepared by GPUSC Chair Gardner and summarizes some of the notable recent progress made by both committees. Below is a list and recap of each meeting held since the January 2025 update to the City Council.

*Recap of the April 2, 2025, GPAC Meeting*

- Given this was the first meeting since the terms for all GPAC members expired in February 2025, the first order of business was to identify the chairperson(s). By

unanimous vote, GPAC Members Jeremy Evans and Arlene Greer were both confirmed as co-chairpersons.

- Between this meeting and the prior meeting in November 2024, the Noise Subcommittee met three times. A summary of those meetings and the GPAC's related actions follows.

    - The Noise Subcommittee, led by GPAC Member and Subcommittee Chair Jim Mosher, met on November 13, 2024, to discuss identifying new major noise sources, determine possible guiding principles, and to review the current Noise Element. The Subcommittee met again on December 6, 2024, to continue reviewing the current Noise Element with emphasis on its goals and organization, as well as its policies. The Subcommittee met again on December 13, 2024, to continue reviewing the current Noise Element and to discuss potential updates that may be needed. The meeting also included a discussion of emerging technology, such as advanced air mobility (e.g., drones), Dudek's forthcoming work on the Noise Element, and the importance of setting clear standards to help Code Enforcement with its efforts to enforce noise standards. At the April 2025 meeting, the GPAC expressed support for the Subcommittee's efforts.

- City staff shared updates on drafting the General Plan since the GPAC last met, and presented the *Phase 2 Outreach and Engagement Summary*, which is attached to this report as Attachment B for reference. The GPAC received and filed the Summary. City staff also discussed next steps and what to expect in terms of deliverables and timing.

*Recap of the June 4, 2025, GPAC Meeting*

- Between this meeting and the prior meeting in April, the Arts and Culture and Historical Resources Subcommittee, the Harbor, Bay, and Beaches Subcommittee, and the Recreation and Natural Resources Subcommittee all convened; however, only the Arts and Culture and Historical Resources Subcommittee and the Harbor, Bay, and Beaches Subcommittee had business on the June 4, 2025, GPAC meeting agenda. A summary of the Subcommittees' meetings and the GPAC's related actions follows.

    - The Arts and Culture and Historical Resources Subcommittee met on April 24, 2025, and confirmed GPAC Co-Chair Arlene Greer would continue as the Subcommittee chair. At the meeting, the Subcommittee reviewed the initial drafts of the Arts and Culture Element and the Historical Resources Element. The Subcommittee provided feedback and agreed to allow City staff to make some small revisions and to share the Elements with the full GPAC for consideration. After some discussion at the GPAC meeting, the GPAC unanimously supported moving the initial draft Elements forward for review and concurrence by the GPUSC. As noted in Attachment A, the Subcommittee placed emphasis on pursuing adoption of the 2014 Arts and Culture Master Plan, as well as the creation of a legacy business program to bolster and keep better record of the City's historic resources.

- The Harbor, Bay, and Beaches Subcommittee met on April 30, 2025, and confirmed GPAC Member Curtis Black as the Subcommittee chair. At the meeting, the Subcommittee reviewed the initial draft of the newly renamed Harbor, Bay, and Beaches Element (see Attachment A for GPUSC Chair Gardner's note on this). The Subcommittee provided feedback and agreed to allow City staff to make some small revisions and to share the Elements with the full GPAC for consideration. After some discussion at the GPAC meeting, the GPAC unanimously supported moving the initial draft Elements forward for review and concurrence by the GPUSC. As highlighted in Attachment A, the Subcommittee is looking to support the preparation of a comprehensive sea-level rise program that aligns with the City's goals and state requirements.

- Although not part of the GPAC's June 4 meeting agenda, it is notable that the Recreation and Natural Resources Subcommittee met on May 15, 2025. GPAC Member Dennis Baker was appointed as Subcommittee chair. At the meeting, the Subcommittee reviewed the initial drafts of the Recreation Element and the Natural Resources Element. The Subcommittee provided feedback and agreed to allow City staff to make some small revisions and to share the Elements with the full GPAC for consideration. These drafts will be shared with the GPAC at its July meeting.

- Lastly, City staff provided an update on upcoming deliverables and the next steps.

*Recap of the June 23, 2025, GPUSC Meeting*

- Given this was the first meeting since the terms for all GPUSC members expired in February 2025, the first order of business was to identify the chairperson. By unanimous vote, GPUSC Member Nancy Gardner was confirmed as chairperson.

- The GPUSC reviewed the actions of the GPAC at its June 4, 2025, meeting, highlighting the initial drafts of the Arts and Culture Element, Historical Resources Element, and the Harbor, Bay, and Beaches Element. After brief comments, the GPUSC unanimously voted to concur with the GPAC's work efforts and to move the drafts along to the responsible City boards, commissions and committees for additional review and input.

- Lastly, City staff provided an update on upcoming deliverables and the next steps.

*Outreach Updates, and Upcoming Meetings*

- Since last reported in January 2025, the project website has seen an increase in 1,243 unique visitors for a total of 11,083 unique visitors since efforts began in March 2024. As the next phase of the process begins, the General Plan Update will continue to be advertised on the City's website and social media, as well as in Stu News, the Daily Pilot, and the City Manager's newsletter, The Week In Review.

- By the time of the July 8 City Council meeting, the GPAC will have met on July 2, 2025, to review the initial draft Recreation Element and Natural Resources Element. In addition, the Noise Subcommittee and Land Use Subcommittee are anticipated to convene in mid-July, with the full GPAC and GPUSC meeting again in late July or August 2025. With the Noise Element added to the scope for the General Plan Update, the project is anticipated to conclude with adoption in the first quarter of 2026.

- Beginning in late July or early August, the draft General Plan Elements that have been reviewed by the Subcommittees, GPAC and GPUSC, will be shared with the related and responsible City boards, commissions and committees at study sessions for additional input and feedback prior to advertising the draft Elements for review by the broader community.

**FISCAL IMPACT:**

There is no fiscal impact related to this item.

**ENVIRONMENTAL REVIEW:**

Staff recommends the City Council find this action 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, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**NOTICING:**

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

**ATTACHMENTS:**

Attachment A – GPUSC Chair Gardner's Memo to the City Council
Attachment B – Phase 2 Outreach and Engagement Summary

# Attachment A

GPUSC Chair Gardner’s Memo to the City Council

The reappointment process meant a break in GPAC meetings. Staff used this time to present rough drafts of the various elements to appropriate staff for their comments. These updated elements then went back to the various subcommittees for their review and are in the process of being submitted to GPAC for further review. At the April GPAC meeting, the Arts and Culture, Historical Resources and Harbor, Bay and Beaches elements were approved and will now be presented to appropriate City commissions and committees for their input, then back to the subcommittees and to GPAC as a whole. This procedure will be followed with the remaining elements.

Of note, GPAC is recommending that the currently titled Harbor and Bay Element be retitled Harbor, Bay and *Beaches* Element to provide more attention to our beaches. Other recommendations include the adoption of the 2014 Arts and Culture Plan, the development of a sea-level rise protection program and the creation of a "legacy business program" to recognize long-standing businesses.

Nancy Gardner
Chair, General Plan Update Steering Committee

# Attachment B

Phase 2 Outreach and Engagement Summary



# Newport, Together.

## PHASE TWO OUTREACH SUMMARY

### City of Newport Beach General Plan Update

Prepared by Kearns & West, in consultation with Dudek

MARCH 2025



# Table of Contents


Executive Summary 01

Getting the Word Out 04

Digital Engagement 05

Community Workshops 07


Newport, Together.



Section 1

# EXECUTIVE SUMMARY

The City of Newport Beach (City) continues its comprehensive General Plan Update process. The success of the General Plan Update relies on the involvement of community members, residents, property owners, and other stakeholders in shaping and forming the vision, goals, and policies of the General Plan. The City is committed to conducting a transparent, inclusive, and meaningful planning process that values community input.

This document summarizes phase two outreach conducted for the General Plan Update between October 15, 2024, and January 5, 2025. Phase two outreach focused on sharing the vision statement and guiding values, draft ideas to support each element with the community (see Figure 1). Specific sections of this summary include:

▸ This overview, including an overview of a General Plan Update process, outreach types, engagement reach, General Plan Advisory Committee (GPAC) and General Plan Update Steering Committee (GPUSC) collaboration, and key themes;

▸ Getting the word out, which describes paid advertisements, social media, and other notification types;

▸ Digital engagement through the Newport, Together website, including the online comments and number of visitors; and

▸ Community workshops, including schedule, locations, and key themes.




***Figure 1**: Phases of Community Engagement and Outreach.*




*Community members discussing goal ideas at a community workshop.*

## About the General Plan Update

A General Plan is a document that guides future long-term development and is the foundation for decision-making for a community's physical development. State law requires that every city have a current General Plan, which local governments use to make decisions about land use, housing, transportation, infrastructure, and parks, among other issues. While planning horizons vary, the General Plan typically sets the direction for the next 20-30 years.

## Outreach Type and Engagement Reach

Phase two outreach was designed to allow the community to review draft materials based on phase one input and provide comments, suggestions, and input. Community members could participate in the planning process in ways that suited their interest level and availability. Outreach types for phase two included digital engagement through the Newport, Together website and in-person workshops in the Newport Beach community.



Through digital engagement and community workshops, **97 community members were engaged**. In addition, 94,108 residents were reached with paid advertisements, social media, and emails.

## General Plan Advisory Committee Collaboration

A General Plan is a document that guides future long-term development and is the foundation for decision-making for a community's physical development. State law requires that every city have a current General Plan, which local governments use to make decisions about land use, housing, transportation, infrastructure, and parks, among other issues. While planning horizons vary, the General Plan typically sets the direction for the next 20-30 years.

## KEY THEMES

During phase two outreach, key themes were identified based on community feedback from digital engagement and at the community workshops. Key themes are listed below. See Sections 3 (Digital Engagement) and 4 (Community Workshops) for details on additional input received.

- ▸ Maintain and enhance the character and charm of Newport Beach.
- ▸ Improve connectivity through bike and pedestrian paths and alternative modes of transportation, such as a mini-shuttle or trolley.
- ▸ Invest in resources for senior citizens and young families, including housing and community support programs.
- ▸ Focus on maintaining the quality of life in Newport Beach by preserving open spaces, improving public amenities, and offering diverse recreational options.
- ▸ Promote partnerships and collaborations to support the city's cultural, educational, and recreational goals.
- ▸ Enhance public spaces with art installations, murals, and sculptures.
- ▸ Promote harbor, bay, and beach conservation and public accessibility.
- ▸ Integrate conservation efforts with development plans, such as creating natural dunes and promoting wildlife preservation.
- ▸ Focus on sustainable building designs, green infrastructure, and eco-friendly technology, such as solar-powered electric vehicle (EV) chargers.
- ▸ Explore long-term investment strategies for maintaining and upgrading City resources and public services.

# GETTING THE WORD OUT

Multiple notification methods were used to inform the Newport Beach community about phase two of the General Plan Update process, including a paid digital advertisement distributed in Stu News Newport. The City's marketing team collaborated in efforts announcing phase two, sharing updates, and inviting community members to provide input via the City Manager's newsletter and social media posts on Instagram and Facebook (see Figure 2). In addition, strategic email announcements were distributed through the Newport, Together website (**newportbeachca.gov/gpupdate**).




***Figure 2**: Two Social Media Posts Announcing Phase Two and Invitation to Community Workshops.*

As shown in Table 1, as of January 5, 2025, advertisements, social media, and dedicated emails had reached **94,108** residents, community members, and stakeholders.

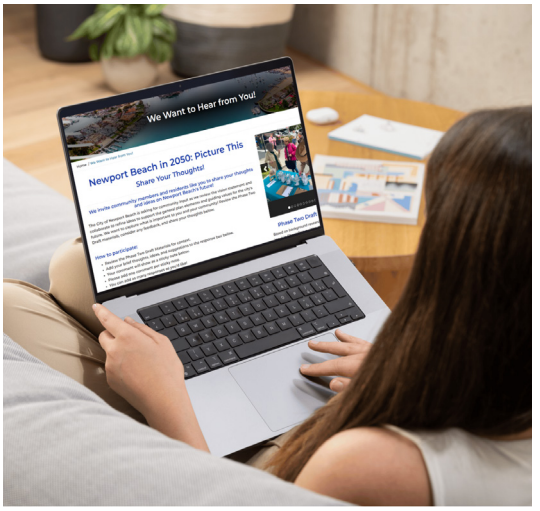
***Table 1**: Outreach Notifications by Type and Reach*

| Type | Run Time/ Number of Posts | Dates | Reach |
|---|---|---|---|
| **Digital Newspaper (Stu News Newport)** | 35 days | October 29 to December 2 | 19,658 |
| **Instagram** | 8 | October 28,30, November 4, 13, 19, December 2, 4, 5 | 10,548 |
| **Facebook** | 8 | October 28, 30, November 4, 13, 19 December 2, 4, 5 | 1,891 |
| **Newport, Together Emails** | 8 | October 25 November 4, 8, 15, 19, 25 December 2, 19 | 4,191 |
| **City Manager Newsletter** | 3 | October 25, November 22, December 20 | 57,820 |

Section 3

# DIGITAL ENGAGEMENT - Newport, Together Website

The dedicated General Plan Update website, Newport, Together, continues to inform the community about the General Plan Update process, announce upcoming community workshops, and offer opportunities to provide input via a digital engagement activity. The Newport, Together website is updated frequently in collaboration with City staff and the GPAC. As of January 5, 2025, the website has had **9,840** unique visitors.




## Online Survey Input: We Want To Hear From You!

The Newport, Together website offers an ongoing digital engagement page to allow community members to provide feedback if they miss a workshop or wish to offer additional input after attending a workshop. On the Get Engaged! page, visitors are asked to review the draft materials and respond to the following question: When you picture Newport Beach in 2050, what does it look like? Community responses are posted on a digital bulletin board and viewable to all visitors (see Figure 3). Below are the primary themes from input collected from November 1, 2024, to January 5, 2025.

► **Maintain the Charm of Newport Beach**: Limit residential buildings, preserve cottage charm, consider designs of future developments

► **Environmental Preservation**: Protect open spaces around the city; keep the beaches clean and accessible to the community

► **Harbor and Waterfront Management**: Increase public access to docks and waterfront space, such as affordable boating; promote tourism around the bay with regulations for environmental conservation

► **Historic and Cultural Preservation**: Protect historical and culturally significant sites; preserve waterfront clubs, moorings, and other landmarks around the harbor

► **Parking and Community Accessibility**: Consider parking alternatives and cost; ensure ADA accessibility to the beaches; add community amenities and gathering sites, such as a 9-hole golf course or pickleball




# Newport Beach in 2050: Picture This

## Share Your Thoughts!

### We invite community members and residents like you to share your thoughts and ideas on Newport Beach's future!

The City of Newport Beach is asking for community input as we review the vision statement and collaborate to refine ideas to support the general plan elements and guiding values for the city's future. We want to capture what is important to you and your community! Review the Phase Two Draft materials, consider any feedback, and share your thoughts below.

**How to participate:**

- Review the Phase Two Draft Materials for context.
- Add your brief thoughts, ideas, and suggestions to the response box below.
- Your comment will show as a sticky note below.
- Please add one comment per sticky note.
- You can add as many responses as you'd like!
- Add a general response OR an element-specific response or idea (Select the specific element you wish to respond to in the 'category' drop-down option below).

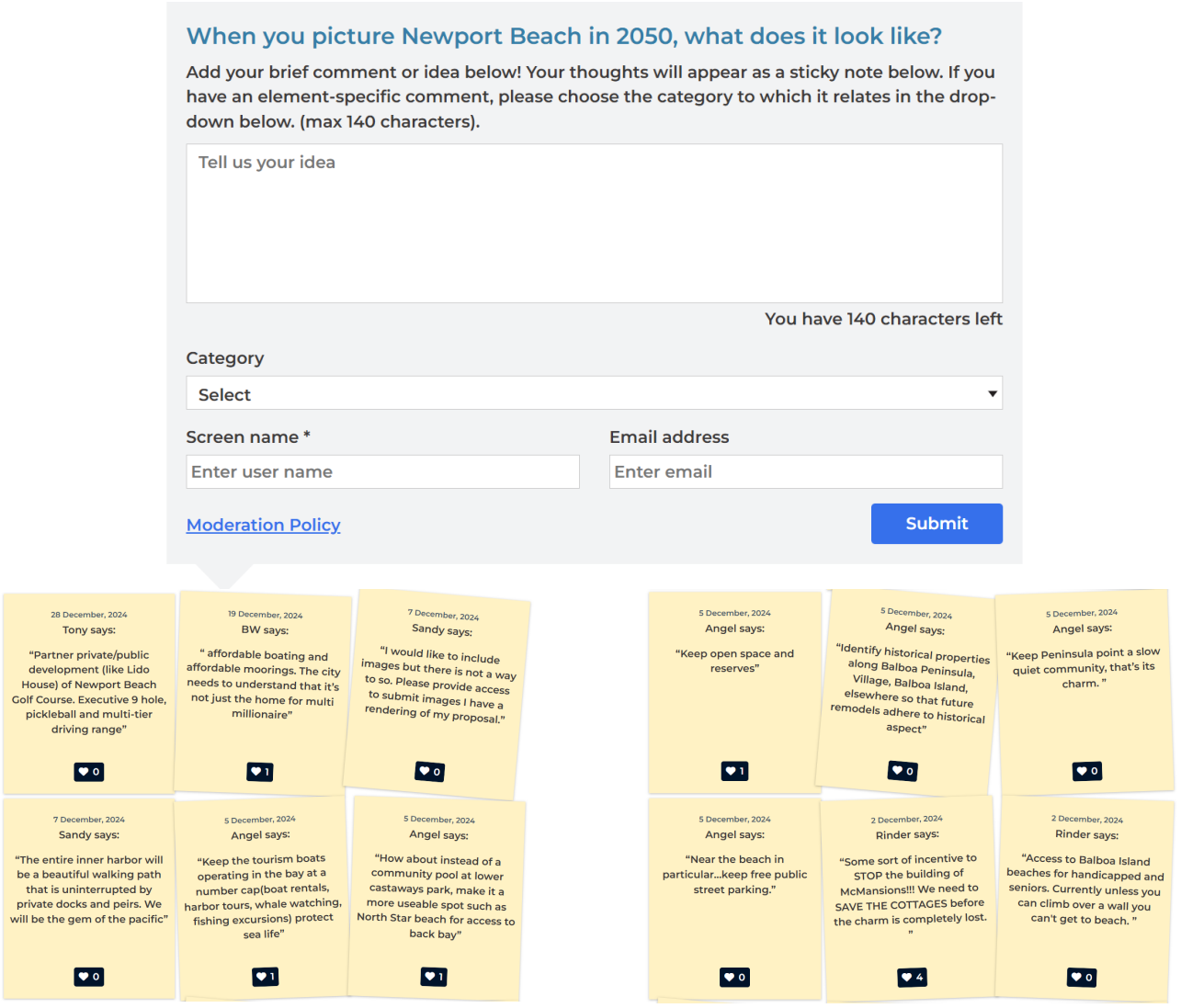



***Figure 3**: Newport, Together Website "We Want to Hear From You" Page.*

Section 4

# COMMUNITY WORKSHOPS

The City hosted four community workshops during phase two of the General Plan Update. Each workshop focused on two General Plan elements or topics: Recreation & Natural Resources; Coastal Resilience & Safety; Arts and Culture & Historical Resources; and Land Use & Harbor, Bay, and Beaches. Newport Beach community members, residents, and stakeholders were invited to review draft materials and provide input.

Each workshop was designed to share the draft vision statement with community members – reflecting background research and phase one community input – provide an opportunity for community members to review the draft guiding values, generate goals for Newport Beach's future in 2050, and offer an opportunity to generate ideas for achieving those goals. Attendees included members of the public who also play a more formal role as members of the GPAC and GPUSC.

The community workshop schedule is presented in Table 2. The following section provides an overview of each activity involving the referenced draft materials (see Appendix A), the number of community members engaged, and key themes heard. Additional input can be found in Appendix B.

***Table 2**: Community Engagement Schedule*

| Workshop and Location | Date and Time | Attendance |
|---|---|---|
| **Recreation & Natural Resources**<br>Friends Room, Central Library: 1000 Avocado Avenue, Newport Beach | Thursday, November 14th<br>6:00 – 8:00 p.m. | 8 |
| **Coastal Resilience & Safety**<br>Community Room, Civic Center Park: 100 Civic Center Dr, Newport Beach | Thursday, November 21st<br>6:00 – 8:00 p.m. | 6 |
| **Arts & Culture and Historical Resources**<br>Community Room, Civic Center Park: 100 Civic Center Dr, Newport Beach | Wednesday, December 4th<br>6:00 – 8:00 p.m. | 9 |
| **Land Use & Harbor, Bay and Beaches**<br>Community Room, Marina Park, 1600 W Balboa Blvd, Newport Beach | Thursday, December 5th<br>6:00 – 8:00 p.m. | 32 |

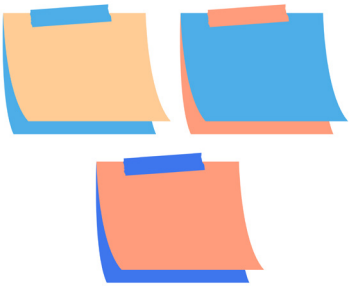

EXIT


DRAFT GOAL


DRAFT GOAL

# WORKSHOP ACTIVITIES

Participants were invited to participate in three activities to provide input on the draft materials and how they picture Newport Beach in 2050. A short presentation was provided at the beginning of each workshop to introduce the General Plan Update process, the workshop topics, and the input activities. An additional activity was included for the final workshop, Land Use & Harbor, Bay, and Beaches. The following summarizes the activities and key themes from participant input.



## Visioning Activity

During the workshop welcome and registration, participants were given six blue sticky dots. Once they entered the meeting room, they were directed to the draft vision statement poster and asked to use the blue sticky dots to indicate the sentences or sections that resonated with them. A project team member was available to help with directions and answer questions. The complete draft vision statement can be found in Appendix A.



*Participants placing blue sticky dots on the vision statement during a community workshop.*

### Participant Input

The sections or sentences of the vision statement are presented sequentially in Table 3, with columns indicating the number of blue sticky dots placed by participants at each community workshop. The total number of dots is indicated in the final column.

| Vision Statement Sentence | Workshop Topics | | | | |
|---|---|---|---|---|---|
| | Recreation & Natural Resources | Coastal Resilience & Safety | Arts & Culture and Historical Resources | Land Use & Harbor, Bay, and Beaches | Total Dots |
| In the year 2050, Newport Beach is renowned as a coastal beacon of natural splendor, unparalleled amenities, and dynamic culture. | 1 | 2 | | 8 | 11 |
| The City maintains a superior quality of life by successfully balancing the needs of residents, businesses, and visitors. | 4 | | 3 | 11 | 18 |
| Newport Beach is a distinguished city adorned with unique villages, coastal resources, and natural open spaces; creating a unique sense of place in an idyllic setting. | 4 | | 3 | 5 | 12 |
| A destination for many, Newport Beach offers a sophisticated lifestyle with access to luxury amenities and activities. | | | 2 | 1 | 3 |
| The City's commitment to the protection of the natural environment has made Newport Beach a leader of environmental stewardship in the region. | 4 | 1 | 2 | 10 | 17 |
| Strong partnerships with outside agencies and organizations have cultivated successful collaboration on regional transportation, land use, coastline, and other issues of mutual concern. | | 2 | | 4 | 6 |
| The sweeping views of and access to beaches, the harbor, and the coast have been preserved and are maintained for future generations. | 7 | 3 | 3 | 26 | 39 |
| Growth and development have been accommodated in a manner that seamlessly blends new and old into the fabric of the community, keeping pace with changing community needs while maintaining adequate infrastructure and high quality of life. | 2 | | 2 | | 4 |

| Vision Statement Sentence | Workshop Topics | | | | |
|---|---|---|---|---|---|
| | Recreation & Natural Resources | Coastal Resilience & Safety | Arts & Culture and Historical Resources | Land Use & Harbor, Bay, and Beaches | Total Dots |
| The needs of the community are met through a variety of strategically located uses including vibrant commercial services, offices and employment centers, public facilities including community centers and libraries, parks and open space, schools, residential neighborhoods, and visitor-serving uses. | 3 | | 3 | 5 | 11 |
| Strategic planning and infrastructure investments continue to protect the health and longevity of the built and natural environment. | | | | 4 | 4 |
| Adaptation and resilience are central to all decision-making and have empowered Newport Beach to maintain a vibrant coastal lifestyle that strengthens the local economy. | 1 | 2 | | 4 | 7 |
| The City's world-class public safety services safeguard its residents and visitors, creating safe and friendly neighborhoods. | 2 | 1 | 4 | 13 | 20 |
| Residents champion arts, culture, and education as pillars of the community and take pride in their historic legacy. | 2 | | 4 | 4 | 10 |
| The community embraces innovation, and their visionary outlook has positioned them as frontrunners in best practices for adopting new technologies. | 2 | 1 | 2 | | 5 |
| Newport Beach is distinguished for its beauty, culture, resilience, and inclusivity for residents of all stages of life and backgrounds. | 1 | 1 | 2 | 9 | 13 |



## General Plan Update Presentation

Following the vision activity, a short presentation was provided to familiarize participants with the General Plan, the intention of the update process, why the plan is important to the community, an overview of the workshop topic or element, and explaining the subsequent workshop activities. Every community workshop included the same information with updates to the section on the specific workshop topics.

## Draft Guiding Values Activity

In the next activity, participants were asked to review the draft guiding values (see Appendix A) and consider how they related to the workshop topic. They were asked to respond to the following questions:

- ► What do you envision seeing in Newport Beach in 2050 to fulfill this guiding value?
- ► What is important to you with this guiding value?
- ► Is anything missing?

Participants brainstormed ideas with each other and the project team and added written comments using sticky notes on each of the seven guiding value posters. Key themes identified from participant input are listed below, by their respective workshop, with no regard to priority. All written comments provided during the workshop activities can be found in Appendix B.

## WORKSHOP 1

# KEY THEMES

▸ **Improved Walkability and Transportation around the City**: Increase walkability between points of interest, wayfinding signage, and wheelchair access; add walking and biking paths; add a shuttle around the city, especially between destination points.

▸ **Increase Education and Information**: Emphasize cultural education, resources, and programming; ensure transparency of recreation opportunities and low-cost options for all generations.

▸ **Develop Partnerships**: Consider partnerships with other organizations in the city, private and public.

▸ **Implement Citywide Safety Measures**: Increase safety measures for e-bikes.

▸ **Focus on Conservation and Education of the Community**: Collaborate with schools to protect open spaces and teach about the importance of conservation.

▸ **Balance Infrastructure and Building Development**: Better balance development and protecting open spaces, especially in the coastal areas.

▸ **Prioritize Investing in Funding and Grants**: Dedicate staff to facilitate grant funding to protect natural resources; balance the maintenance cost for open spaces and keep it free for the public; invest in education on native species and resources for the public.

▸ **Opportunity for Additional Public Installations and Educational Tools**: Add a natural history museum or increase efforts to showcase the Back Bay Science Center and add art installations to show different natural resources or organisms around the city.



*Recreation & Natural Resources participants review draft guiding values and brainstorm ideas.*

## WORKSHOP 2

# KEY THEMES

▸ **Funding and Infrastructure Investment**: Secure long-term funding options to use over time; Add non-car methods of transportation; add citywide connected bike and walking paths.

▸ **Natural Solutions to Preserve the Coast**: Consider an alternative to a sea wall; keep the Balboa Island Ferry; protect the natural resources; protect homes from flooding.

▸ **Maintain the Charm of Newport Beach**: Embrace and emphasize local events and activities, such as boat parade and 4th of July celebrations along the harbor.

▸ **Invest in City Programming and Support**: Continue supporting senior citizens with services; consider adding a satellite OASIS Senior Center on the Newport Peninsula.

▸ **Educational Resources and Transparency with the Residents and Visitors**: Collaborate with HOAs and neighborhood groups to provide preparedness plans and education to residents; keep the City website updated with natural disaster tools; include safety resources for visitors, such as an electronic bulletin board.

▸ **Infrastructure Adaptations**: Incorporate grid alternatives and battery storage in case of electricity outage; prepare for autonomous vehicles; use non-toxic fire-retardant.

▸ **Funding Investment**: Research funding sources to supplement the City budget, such as hotel tax or state/federal funding.

▸ **Transportation and Circulation**: Work with schools to educate the younger generation on safety measures, such as with e-bikes; ensure evacuation routes are accessible.



*Coastal Resilience & Safety participants review draft guiding values and brainstorm ideas.*

## WORKSHOP 3

# KEY THEMES

▸ **Public Art and Beautifying Public Spaces:** Increase public and private collaborations for art installations, sculptures, and murals; add QR codes on art installations to provide information or visual guides for art and historical resources; sponsor art programs and host cultural events relevant to students and young adults, and families.

▸ **Preservation and Sustainability**: Focus on revamping historic sites and integrating history into environmental conservation; promote sustainable building designs and art installations.

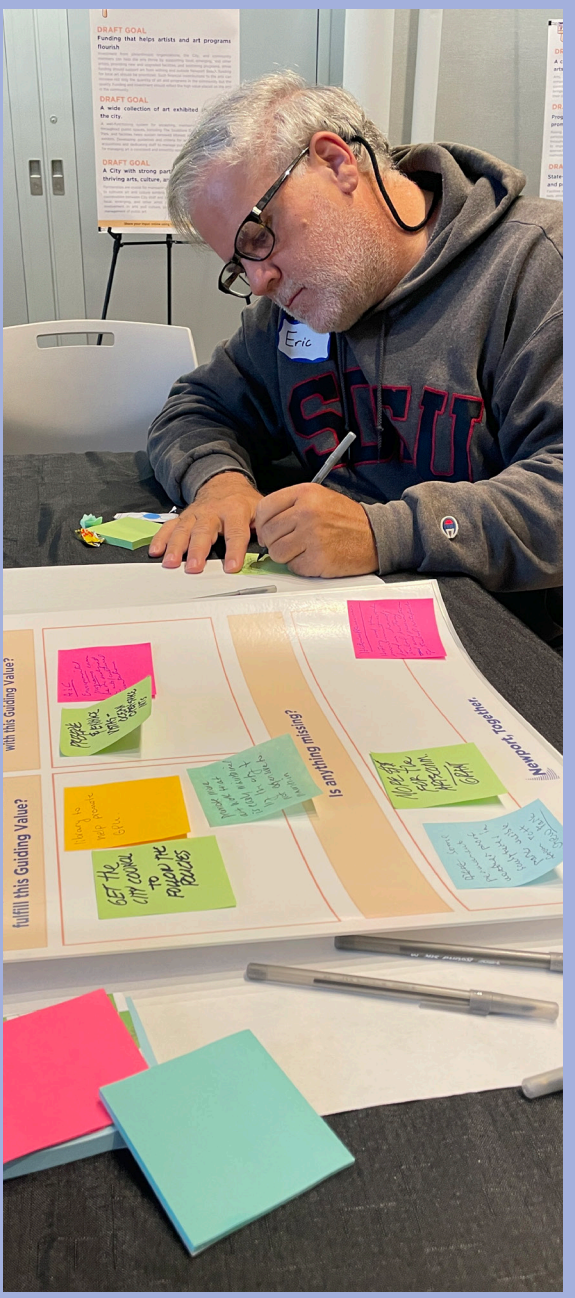
▸ **Secure Funding, Donations, and Sponsorship**: Pursue transient occupancy tax allocations, grants, and sponsorships for arts and cultural programs; ensure the City budget includes financial support for the arts and robust museum development.

▸ **Infrastructure and Accessibility**: Design spaces for older adults and people with mobility challenges, ensuring ADA compliance in public venues; maximize existing venues for cultural events; provide shuttles to events.

▸ **Technology and Innovation**: Enhance cultural presentations with modern technology; use technology to provide efficient access to historical documents; expand the Newport Beach app.

▸ **Community Livability and Charm**: Preserve Newport Beach's charm and village-like character by maintaining historic cottages and aesthetic designs; add activities connected to the beach, open spaces, gardens, and recreational events.

▸ **Community Programs and Collaboration**: Expand arts and culture programming, such as at the library; celebrate local artists and facilitate local artistic recognition citywide.




*Arts & Culture and Historical Resources participants review draft guiding values and brainstorm ideas.*

## WORKSHOP 4

# KEY THEMES

► **Transportation and Accessibility**: Add a tram or monorail system for moving people from parking lots; separate bike paths to alleviate congestion on boardwalks; add solar-powered EV chargers around the city; improve connectivity using technology.

► **Infrastructure and Urban Development**: Upgrade aging infrastructure, such as seawalls; include bike and pedestrian paths in new development; add crosswalks with lights around the city, especially on major roads such as Pacific Coast Highway; invest in safety infrastructure for biking, walking, and swimming; have clear communication between the City and commissions.

► **Environmental Preservation and Leadership**: Consider natural options for beach and environmental protections, such as creating natural dunes and sand replenishment; enforce regulations for water quality and dumping prevention for all boat users; promote wildlife preservation and integration into urban planning.

► **Harbor and Waterfront Management**: Increase public access to docks and waterfront space, such as affordable boating; enforce boating sanitation and safety regulations; make harbor infrastructure improvements, including mooring preservation.

► **Public Health and Technology Infrastructure**: Consider potential health impacts and adopt mitigations; establish communication infrastructure for emergencies.

► **Historic and Cultural Preservation**: Protect historical and culturally significant sites; preserve waterfront clubs, moorings, and other landmarks around the harbor; and add site-specific historical interpretive signage.

► **Tourism and Recreational Opportunities**: Regulate tourism to mitigate environmental impacts; develop recreational amenities like public museums and fishing docks; consider small businesses in tourism development plans.



*Land Use & Harbor, Bay, and Beaches participants review draft guiding values and brainstorm ideas.*

## Draft Goals Activity

Finally, during each workshop, draft goals or ideas for the workshop topics were placed around the meeting room. Participants were given six green sticky dots and sticky notes. They were invited to read the draft goals, indicate which goals resonated with them using the green dots, and provide any additional comments or ideas in writing using the sticky notes. The complete list of draft goals for each General Plan Element or topic can be found in Appendix C.




*Participant discussing draft goals with one of the workshop facilitators.*

### Participant Input

The following lists indicate goals for each General Plan Element with the respective number of sticky dots received, listed in priority order.

## NATURAL RESOURCES

► Clean water in Newport Bay and the coast ● ● ● ● ●
► Ecosystems that are connected and sustainable ● ● ● ●
► Ecosystems that are conserved and restored ● ● ●
► Viewsheds and corridors that are preserved ● ● ●
► A city with clean air that prevents air pollution ● ●
► Water that is conserved and used responsibly ● ●
► A city with minimal impacts from oil and gas drilling activities ●
► A city that leverages alternative sources of energy ●

## RECREATION

► Open space, park, and recreation facilities that are preserved, upgraded, and well-maintained ● ● ● ●
► A community with high-quality recreation programs ● ● ●
► Adequate support facilities in open space and recreation facilities ● ● ●
► A city that protects public beach access ● ●
► Parks and recreation facilities that are adapted to meet a variety of needs for existing and future residents, including people with disabilities ●
► New parks and connections that increase resident access to recreation, parks, and open space opportunities ●
► A city with established and maintained relationships to facilitate interagency and inter-organizational coordination

## LAND USE

► Distinct neighborhoods and villages that accommodate planned development while maintaining their unique character ● ● ● ● ●
► Mixed-use districts are designed and planned to ensure compatibility among a variety of uses ● ● ● ●
► Efficient use of land to create livable neighborhoods and support economic development ● ● ● ●
► Public and institutional uses that enhance the quality of life for residents and are located and designed to complement Newport Beach's neighborhoods ● ● ● ●
► A prompt and efficient system for development permit processing ● ● ●
► Industrial districts that provide flexibility to incorporate community-serving uses and encourage transition to co-locate employment, residential, and creative and artistic uses ● ●
► Commercial districts and centers are well-planned and exhibit a high level of architectural and landscape quality ● ●
► Residential neighborhoods that are well-designed and contribute to the livability and quality of life of residents ● ●
► Office and business parks exhibit a high-quality image, are attractive and provide quality working environments for employees and services for the community ● ●
► Infrastructure that supports new development, maintains and improves existing development, and is adaptable to new technologies ● ●
► Planning sub-areas that accommodate planned housing development in a cohesive manner ●

## HISTORICAL RESOURCES

► A city that celebrates, preserves, and protects its history ● ● ● ● ●
► A city that enshrines its history through education ● ● ● ● ●
► A city and community that celebrates tribal cultural resources ● ●
► Well-documented and protected archaeological and paleontological resources ●

## SAFETY

► A community where residents, employees, and visitors feel a sense of comfort and safety ● ●
► Evacuation routes and centers that are maintained to provide functionality during hazardous conditions ● ●
► Tested and effective communication systems for emergency preparedness and response ● ●
► High-quality public safety, emergency preparedness, and response services ● ●
► Reduced and well-managed urban and wildland fire hazards ●
► A community that is resilient to and protected from inland flooding ●
► A community protected from airport-related hazards
► A built environment adapted to provide relief from extreme heat
► Building and utilities that are protected from seismic and geological hazards
► A community protected from impacts of hazardous materials

## ARTS & CULTURE

► Funding that helps artists and art programs flourish ● ● ● ● ● ●
► State-of-the-art facilities to host art exhibits and programs ● ● ● ● ●
► A city with strong partnerships that support thriving arts, culture, and education ● ● ● ●
► Programs and exhibits within the city are widely promoted, marketed, and attended ● ● ● ●
► A wide collection of art exhibited throughout the city ● ● ●
► A community enriched by and connected to the arts, culture, libraries, and education ● ●

## COASTAL RESILIENCE

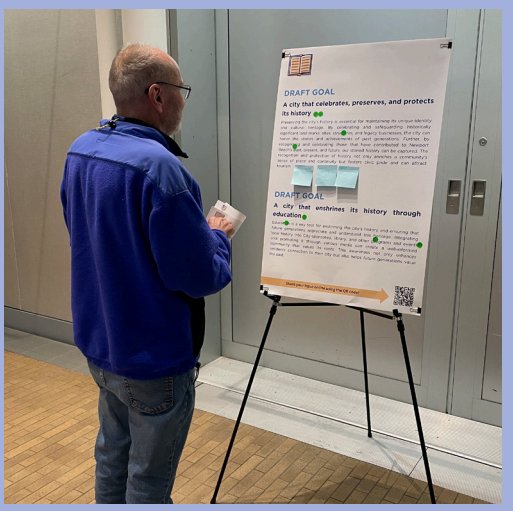
► Beaches that are maintained and protected from erosion ● ● ●
► A community protected from floods through adequate and well-maintained infrastructure ● ●
► A community that is resilient to coastal flooding ● ●
► Stabilized bluffs to minimize erosion and prevent landslides in developed areas ●
► Current and accessible data and information on flooding, beach erosion, and bluff erosion ●

## HARBOR, BAY & BEACHES

► A healthy coastal ecosystem ● ● ● ● ● ● ● ● ● ● ● ● ●
► A harbor, bay, and beaches that attract tourism and maintain the character of the coastal neighborhoods ● ● ● ● ● ● ●
► Coastal resources that are easily accessed and rich with recreational opportunities ● ● ● ● ● ● ●
► High-quality beaches that are enjoyed by residents and visitors ● ● ● ● ● ● ●
► Preserved coastal-dependent uses that contribute to the charm and character of the harbor, bay, and beaches ● ● ● ● ● ●
► Well-managed and economically productive harbor, bay, and beaches ● ● ● ●
► Waterfront businesses and services that contribute to a successful harbor and bay ● ● ●

# KEY THEMES

In addition to adding green sticky dots to the goals, participants brainstormed ideas with each other and the project team and added written comments using sticky notes on goal posters. Key themes identified from participant input are listed below, under their respective workshop topic, with no regard to priority. See Appendix D for the complete written comments.




*Workshop participant reviewing draft goals and adding comments.*

## Recreation & Natural Resources

▸ **Prioritize Resource Conservation and Preservation**: Fresh water is a limited resource and should be preserved; viewsheds should be preserved.
▸ **Protecting and Maintaining Open Spaces for Future Generations**: Explore options for sand retention, create environmentally friendly parks, and incorporate native landscaping.
▸ **Focus on what the City of Newport Beach Can Affect**: Some of these goals are on a federal or state level; identify what can be done at a local level.

## Arts & Culture and Historical Resources

▸ **Funding and Sponsorship for Arts and History:** Dedicate City funding and staff to pursue additional funding sources; include creative approaches to secure funding and create impactful initiatives.
▸ **Arts and Cultural Development:** Encourage public art projects, including murals, sculptures, and creative designs on local infrastructure; create sustainable cultural initiatives; strive to make the city more visually engaging.
▸ **Preservation of Historical Resources:** Focus on preserving historical trees, gardens, and oral histories; acquire funding for historical resources and landmarks and emphasizing Newport Beach's unique history.
▸ **Promote Stewardship and Appreciation of Arts and Historical Resources:** Emphasize understanding, awareness, and community engagement in preserving the city's heritage.

## Land Use & Harbor, Bay and Beaches

▸ **Marine Wildlife Protection**: Show concern for the well-being of sea animals, including pelicans, ducks, birds, and fish.
▸ **Water Quality and Marine Ecosystem Health**: Continue to clean the bay water; cleaner water has already had a positive effect on fish presence.
▸ **Affordable Access to Waterways**: Ensure the bay and beaches are accessible to the public; keep the harbor and moorings affordable for all community members.

## Coastal Resilience & Safety

No comments were added.




*Workshop participants review maps of housing overlay sites and sub-areas.*

## Land Use Activity

A fourth activity was added during the final workshop on Land Use & Harbor, Bay, and Beaches. Participants were asked to review four maps identifying the housing overlay sites and names of community subareas: Airport Area, Newport Center, West Newport Mesa/Banning Ranch/Cannery McFadden, and Coyote Canyon. They were asked to identify what they envision will be needed to accommodate future housing in each subarea to ensure the communities are safe, balanced, and healthy.

During the activity, participants were asked to consider two viewpoints: one as if they were living in one of these areas and one through the perspective of another potential Newport Beach resident, such as a young family or a retired couple. Participants brainstormed ideas with each other and the project team and added written comments using sticky notes on the maps. All written comments provided during the activity can be found in Appendix E.

# KEY THEMES

Below are the key themes identified from participant input for each subarea. Some themes may be relevant to the surrounding areas of each map, and not specific to the identified subarea. The themes are organized under their respective subarea, with no regard to priority.

## Airport Area

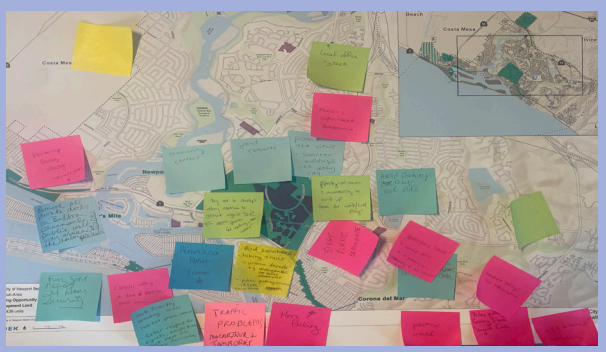
▸ **Urban Planning, Development, and Infrastructure**: Transform the Airport Area to "Uptown Newport" with mixed-use spaces, including residential, retail, and office areas; create balanced parking solutions and pedestrian-friendly walkways to support a central public space; consider incentives for the business and property owners in the area for alternative development.
▸ **Community Amenities and Services**: Prioritize essential amenities like grocery stores, daycare, schools, and community centers; add on-site parks and walkable retail options to enhance the quality of life for residents.
▸ **Transportation and Connectivity**: Provide options for car-independent connectivity through trolleys, shuttles, and enhanced biking, walking, and scooter paths; enhance transportation infrastructure to alleviate congestion and encourage eco-friendly mobility; add connections to other areas of the city, such as to the fairgrounds from the Back Bay.
▸ **Environmental and Wildlife Conservation**: Integrate environmental considerations into urban planning, ensuring sustainable development; preserve buffer zones to protect the bay and open spaces.





## Newport Center

▸ **Community and Recreation Enhancements**: Develop public spaces like a community center; encourage recreational activities through facilities like hiking trails, bike paths, and miniature trolleys/local transportation; update the peninsula Fun Zone with 24-hour security.
▸ **Wildlife Education and Conservation**: Prioritize habitat preservation; provide education to the public about the local wildlife, such as egrets and herons; consider urban forestry initiatives and animal sanctuaries around the area.
▸ **Urban Development and Infrastructure**: Balance modern development and a pedestrian-oriented, walk/live/play, village-like character of the city; limit building heights; research pedestrian tunnels for major intersections.
▸ **Accessibility, Inclusivity, and Connectivity**: Increase parking and public transportation options, including trolleys and pedestrian paths; ensure community-friendly and affordable docks at Marina Park.





## West Newport Mesa/Banning Ranch/Cannery McFadden

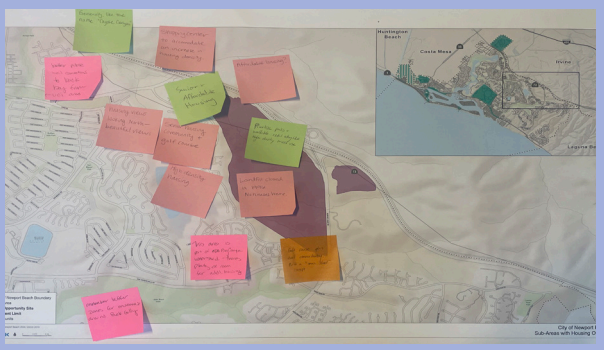
▸ **Accessible Housing and Development Considerations**: Emphasize workforce housing, particularly for Hoag employees and senior citizens; limit building heights; consider mixed-use housing developments with retail, restaurants, and stores on the first floor.
▸ **Environmental and Open Space Preservation**: Preserve the harbor and boating industries, ensuring full harbor access and protecting Upper Bay areas; protect open spaces along the waterfront walkways, maintain parks, and add walking/biking paths.
▸ **Community Connectivity and Safety**: Expand safety measures through streetscapes, pedestrian pathways, and street lighting; increase connectivity options between West Newport, the Peninsula, and the Coast Highway.
▸ **Infrastructure and Public Amenities**: Move utility infrastructure underground in Newport Heights and West Cliff Drive; prioritize community amenities and gathering places, such as a community pool, pickleball courts, restaurants, and coffee shops; improve bike lanes and parking.






## Coyote Canyon

▸ **Name Recognition**: Residents like and recognize “Coyote Canyon.”
▸ **Affordable and Accessible Housing Opportunities**: Emphasize affordable housing options, especially for senior citizens and young families; consider new housing with views; include environmental buffer zones when designing, such as the Big Canyon Watershed.
▸ **Connectivity and Environmental Considerations**: Improve public trail connectivity around the area and other parts of the city; consider alternative transportation trails and paths to the local universities; consider the environmental impact of development near the landfill site and other sensitive areas.
▸ **Community Amenities and Urban Design**: Incorporate parks, walkable retail, and mixed-use spaces alongside housing; consider a “main street” concept to foster community and accessibility in the new housing developments.








# Appendices


A | Draft Vision Statement and Guiding Values 26

B | Draft Guiding Values Activity 27

C | Draft Ideas to Support the Elements 42

D | Draft Goals Participant Input 52

E | Housing Overlay Sites & Community Sub-Area Map 53


Newport, Together.

APPENDIX A

# DRAFT VISION STATEMENT AND GUIDING VALUES

In the year 2050, Newport Beach is renowned as a coastal beacon of natural splendor, unparalleled amenities, and dynamic culture. The City maintains a superior quality of life by successfully balancing the needs of residents, businesses, and visitors. Newport Beach is a distinguished city adorned with unique villages, coastal resources, and natural open spaces; creating a unique sense of place in an idyllic setting. A destination for many, Newport Beach offers a sophisticated lifestyle with access to luxury amenities and activities. The City's commitment to the protection of the natural environment has made Newport Beach a leader of environmental stewardship in the region. Strong partnerships with outside agencies and organizations have cultivated successful collaboration on regional transportation, land use, coastline, and other issues of mutual concern. The sweeping views of and access to beaches, the harbor, and the coast have been preserved and are maintained for future generations.

Growth and development have been accommodated in a manner that seamlessly blends new and old into the fabric of the community, keeping pace with changing community needs while maintaining adequate infrastructure and a high quality of life. The needs of the community are met through a variety of strategically located uses including vibrant commercial services, offices and employment centers, public facilities including community centers and libraries, parks and open space, schools, residential neighborhoods, and visitor-serving uses. Strategic planning and infrastructure investments continue to protect the health and longevity of the built and natural environment. Adaptation and resilience are central to all decision-making and have empowered Newport Beach to maintain a vibrant coastal lifestyle that strengthens the local economy. The City's world-class public safety services safeguard its residents and visitors, creating safe and friendly neighborhoods. Residents champion arts, culture, and education as pillars of the community and take pride in their historic legacy. The community embraces innovation, and their visionary outlook has positioned them as frontrunners in best practices for adopting new technologies. Newport Beach is distinguished for its beauty, culture, resilience, and inclusivity for residents of all stages of life and backgrounds.

## Guiding Values

**Maintain a Balanced and Connected Community**: Conservative and balanced growth that emphasizes residents' quality of life and connects community members to their needs, creating a city that is functional and vibrant.
**Foster Environmental Stewardship**: Environmental stewardship supports the preservation and enhancement of the natural environment, so that it may be enjoyed by current and future generations.
**Promote Coastal Resilience**: Resilience is essential to adapting to environmental changes and protecting the built and natural environment.
**Facilitate Public Safety**: Community safety is fostered through public education, infrastructure investments, and sufficient public services.
**Embrace Innovative Technologies**: Innovative technologies benefit cities when they are planned for and thoughtfully integrated into City decisions, regulations, and development.
**Celebrate Art, Culture, and History**: Culture, art, and history make up the tapestry that bonds the community together and creates a sense of civic pride.
**Administer Financial Resources Responsibly**: Fiscal responsibility supports an efficient use of resources to help maintain economic stability and prosperity within a community.

APPENDIX B

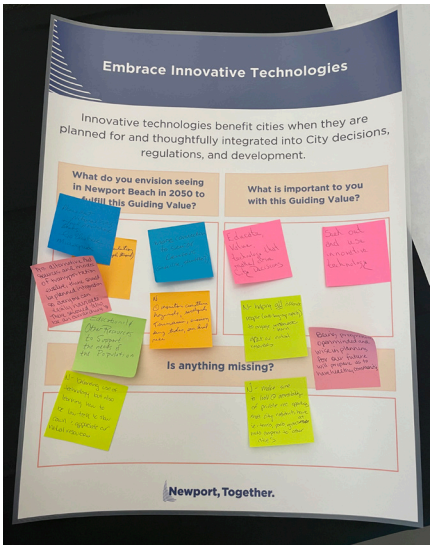
# DRAFT GUIDING VALUES ACTIVITY

The complete written comments, edited lightly for clarity, from each workshop can be found below. In addition, photos of each poster accompany the written comments.

## Workshop 1: Recreation and Natural Resources

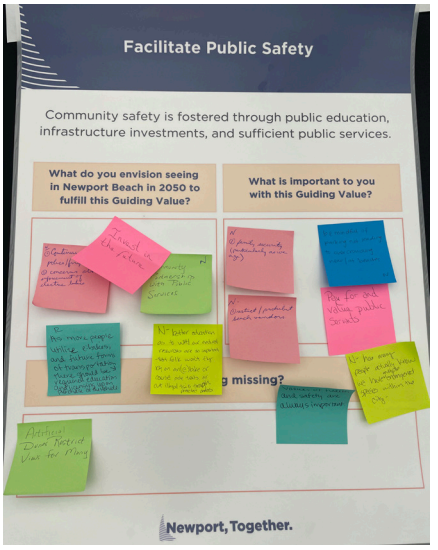
### Embrace Innovative Technologies

► Educate, value, and technology that make/drive City decisions
► Seek out and use innovative technology
► Help all different people (multi-language capacity) to engage and learn about our natural resources
► Being progressive, open-minded, and wise in planning for our future will prepare us to have a healthy community
► Make sure to look at the accessibility of private recreational opportunities that city residents have, i.e., tennis, pools, and gyms at HOA compared to other cities
► Balancing the use of technology but also learning how to be low-tech to slow down and appreciate our natural resources
► Educational & other resources to support the needs of the population
► Phase out natural gas and fuel boats. Go to electric models
► More connection to senior center (shuttle?)
► As alternative fuel sources and modes of transportation evolve, there should be planned integration so everyone can easily navigate. There should also be an overarching plan to upgrade the infrastructure.
► Monitor coastline hazards, earthquakes, tsunamis, erosion, high tides, and sea level rise
► Newport Beach has an aging population - keep it simple



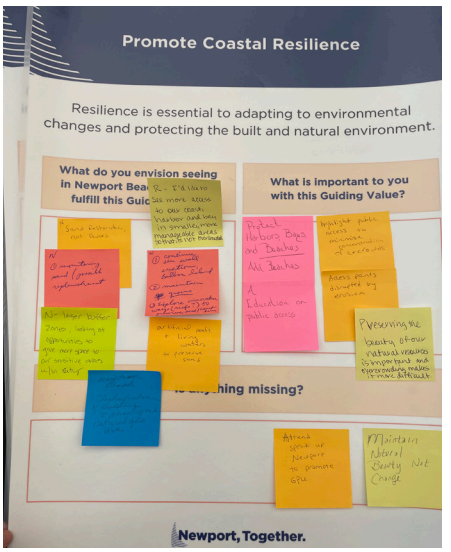

### Facilitate Public Safety

► As more e-bikes are utilized as future forms of transportation, education and licensing should be required upon vehicle purchase.
► Better education as to WHY our natural resources are essential so folks won't fly by on an e-bike, cause side trails, or create illegal trails through protected areas
► Artificial dunes restrict views for many
► Invest in the future
► Community partnership with public services
► Family security (particularly as the community ages)
► Pay for and value public servants
► Be mindful of parking not leading to overcrowding near/at beaches
► Restrict/prohibit beach vendors
► Continue with police/fire/lifeguard support
► Concerns about the enforcement of electric bikes



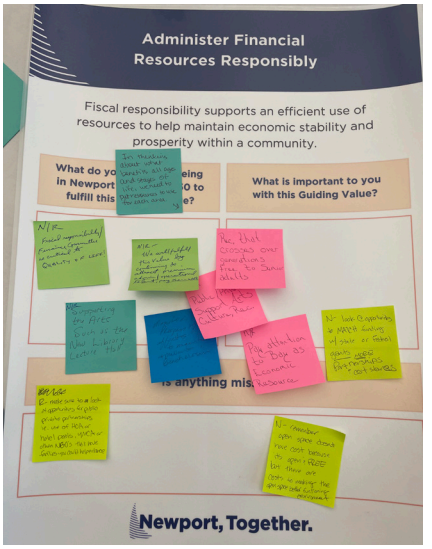
## Promote Coastal Resilience

► Protect harbor, bays, and beaches - add “beaches” to the element name
► An education on public access
► Highlight public access to minimize the concentration of crowds
► Access points disrupted by erosion
► Preserving the beauty of our natural resources is essential, and overcrowding makes it more difficult
► Artificial reefs and living waters to preserve sand
► I’d like to see more access to our coast, harbor, and bay in smaller, more manageable areas so that it is not overcrowded
► Continue sea wall implementation
► Protect Balboa Island
► Sand restoration, not dunes
► Explore retention ways to preserve sand and coastline (reefs)
► Larger buffer zones, looking at opportunities to give more space to sensitive areas
► Monitoring sand replenishment
► Attend Speak Up Newport to Promote GPU [General Plan Update]
► Maintain natural beauty, don’t change
► Maintain beaches
► Electrification of buildings and phasing out natural gases



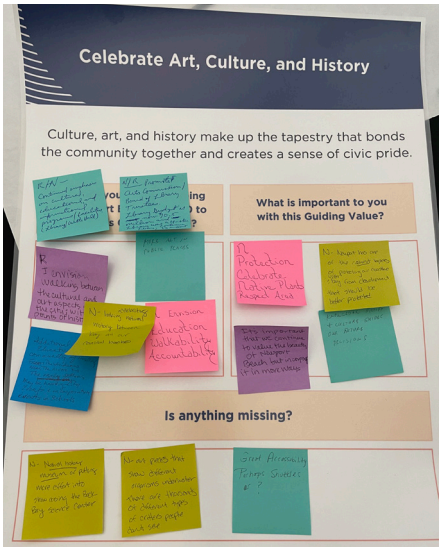

## Administer Financial Resources Responsibly

► Remember, open space doesn’t have cost because it’s open and free, but there are costs to making the open space function and operate
► Make sure to look at opportunities for public-private partnerships, i.e., use of HOA or hotel pools or YMCA or others that have facilities
► Recreation that crosses over generations free to senior adults
► Public/private support, arts and culture
► Pay attention to the bay as an economic resource
► Supporting the arts, such as the new library lecture hall
► Continue to attract premium admin operational talent; pay well
► Fiscal responsibility/financial committee is critical to quality of life
► In thinking about what benefits all ages and stages of life, we need to put resources for each area
► Monitor the progress of efforts to maintain and prevent beach erosion



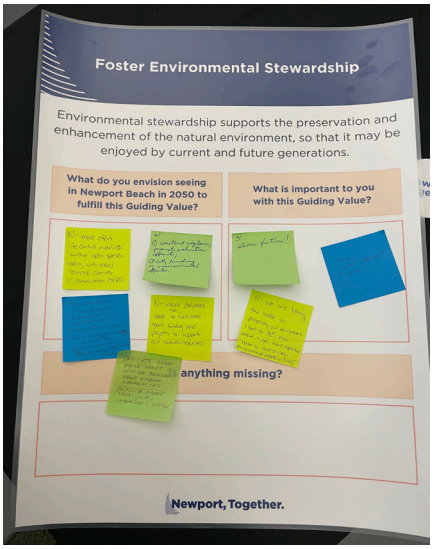
## Celebrate Art, Culture, and History

► Natural history museum or putting more effort into showcasing the Back Bay Science Center
► Art pieces that show different organisms underwater. There are thousands of different types of critters people can't see
► Greater accessibility - perhaps shuttles
► Values: Protection, celebrate native plants, respect area
► Newport has one of the richest legacies of protecting our coastline and upper bay from development that should be better protected
► It is essential that we continue to value the beauty of
► Newport Beach but incorporate it in more ways
► Knowledge, history, and culture guide our future decisions
► More art in public places
► Linking and celebrating natural history between our bay and our coastal beaches
► Envision, education, walkability, accountability
► I envision walking between the cultural and art aspects around the city, with points of history
► Continued emphasis on cultural, educational, and informational programs and facilities (library and Witte Hall)
► Promote arts commission/boards of library trustees; Library budget is now $10.5 million, and the library was a 4-star; continue to support
► Additional education of community history

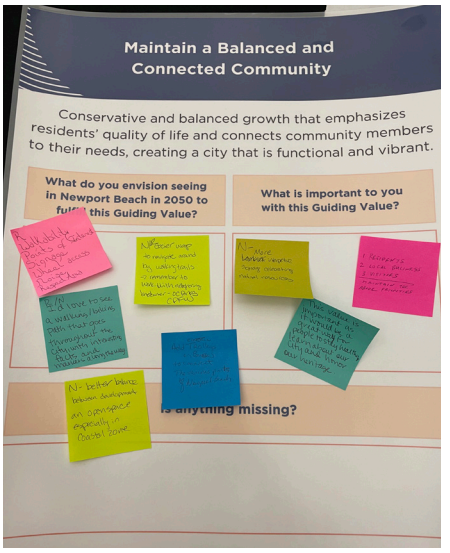



## Foster Environmental Stewardship

► More effort to control initiatives within open spaces, working with school science classes and conservation corps
► More dedicated staff to facilitate grant funding and projects to support our natural resources
► Continued vigilance, promote volunteer efforts
► City funding of environmental efforts
► Residents should be knowledgeable and active in preserving our natural resources and beaches and avoiding sea level rise
► Dedicated staff whose priorities include grant and funding opportunities
► It's our future!
► Slow sea-level rise
► We are losing the battle to protect our environment. We need to ACT now before it gets more expensive and more complicated to reverse



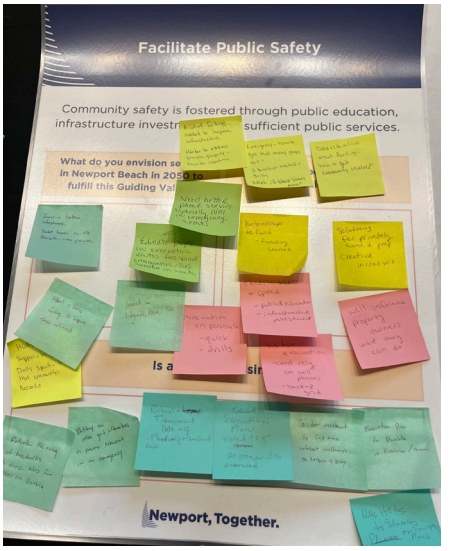
### Maintain a Balanced and Connected Community




► Walkability to points of interest, signage, wheel access
► Easier ways to navigate by walking trails - remember to work with neighboring landowners
► I'd love to see a walking/biking path that goes throughout the city, with interesting facts and markers along the way
► Better balance between development and open space, especially in the coastal zone
► Add trolleys or buses to connect the various parts of Newport Beach
► More interpretive signage celebrating natural resources
► Maintaining priorities: residents, local businesses, visitors
► This value is essential as it would be an excellent way for people to stay healthy, learn about our city, and honor our heritage

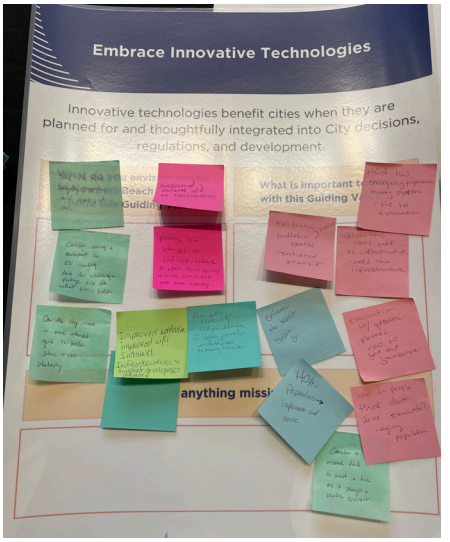
## Workshop 2: Coastal Resilience and Safety

### Facilitate Public Safety



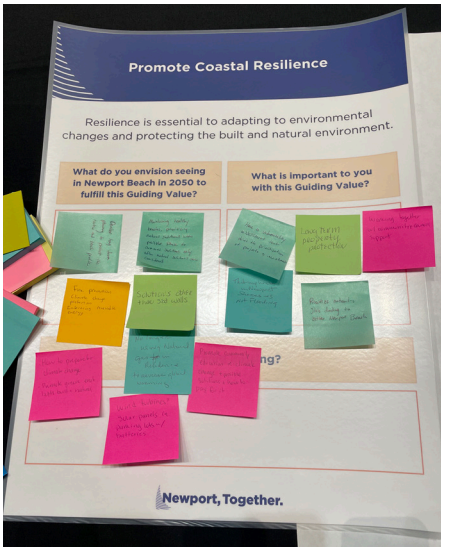

► Invest in harbor infrastructure
► Protect houses on the Peninsula, where possible
► Invest in lifeguards, fire, police
► Education for people on evacuation routes for various emergencies, make available on the City website
► Need better phone service, especially in Corona del Mar during emergency events
► Much funding is needed to improve infrastructure
► During an emergency, how can people escape a specific area? Possibility of drills?
► Harder to address private property - how to incentive
► Data and education about flooding - get the community involved
► Partnerships to fund projects
► Well-informed property owners
► Electric bikes and speed: education and infrastructure investments
► Visitor evacuation routes and education
► HOAs educating their community
► Robust, transparent data
► Battery backups/grid alternatives

## Embrace Innovative Technologies



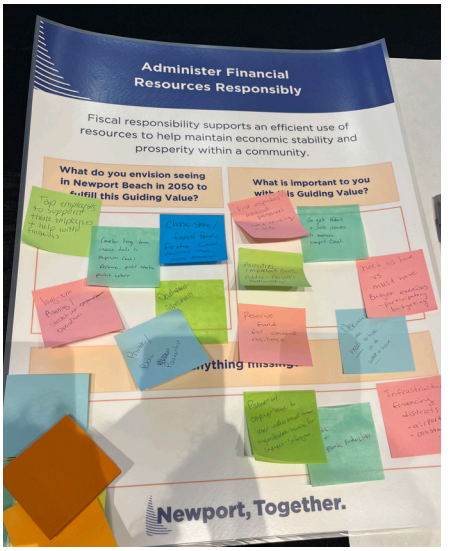

► Scaled HOA emergency preparedness
► Consider using zoning and development for EV charging, ridesharing, parking (especially at the beaches)
► Plan for infrastructure changes - autonomous vehicles
► Expanded aid during evacuation
► HOAs have a buddy system tied to emergency preparedness
► Electronic bulletin boards for notifications
► Enhanced transit
► How do you evacuate if you don't have a vehicle?
► Consider reserve funding to invest in technology as it comes to Newport

## Promote Coastal Resilience




► Maintaining healthy beaches and prioritizing natural solutions where possible. Phase to "armored" solutions only after natural solutions are considered
► Sea level rise solutions other than a seawall
► Fire prevention, climate change protection
► Embracing renewable energy
► No longer using natural gas in residences to reverse global warming
► Develop long-term planning to protect the harbor and beach profile
► Long-term property protection
► Working together with community/council support
► Prioritize state/federal funding to better Newport Beach
► Goal: Homes on Newport Shores do not flood
► Wind turbines solar panels in parking lots with batteries/ storage
► How to prepare for climate change
► Promote green energy, both built and natural
► Promote community education regarding climate change and possible solutions and how to pay for it

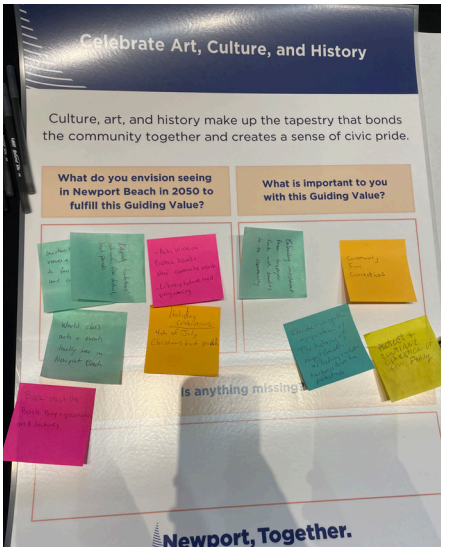
## Administer Financial Resources Responsibly




► Tap employers to support their employees and help with financials
► Consider long-term reserved funds to empower coastal resilience, protect beaches, and protect the harbor
► Stretched out expenditures
► Private/public partnerships
► State and federal funding
► Housing for first responders in Newport Beach
► Prioritize important items
► Reserve funds for coastal resilience
► Determine the "needs" to have vs the "want" to have
► Infrastructure financing districts - airport, coastal, PCH, marinas, Peninsula

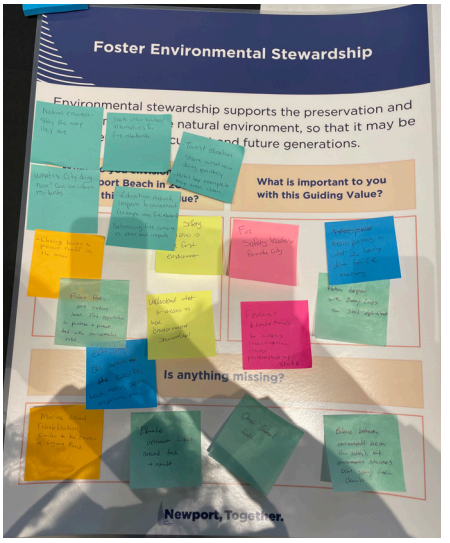
## Celebrate Art, Culture, and History

► Values: Community, fun, connections
► Protected and continued operation of the Balboa Island ferry
► Educate our youth and population on the history of Newport Beach, flooding risks, and what has been done to protect us
► Balance investments from taxpayer funds with benefits to the community
► Art walk on Balboa Island and other community events
► Library lecture hall programming
► Holiday Celebrations - 4th of July and Christmas Boat Parade World-class arts and events locally in Newport Beach
► Keeping traditions: Art walk, film festival, boat parade
► Investment in venues and lectures to facilitate events and cultural shows
► Book about the Back Bay and presentations and lectures

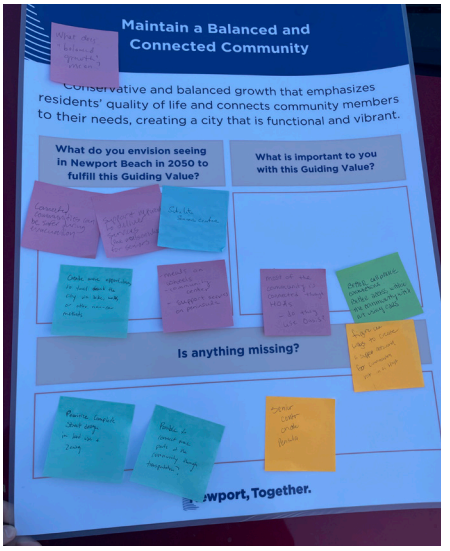



## Foster Environmental Stewardship

► Natural resources - stay the way they are
► Seek other sources/alternatives for fire retardants
► Tourist education: share what the City is doing positively
► Hotel tax example to keep areas clean
► Inform residents what the City is doing now
► Clearing beaches to prevent runoff into the ocean
► Protect parks and natural land. Find opportunities to purchase and protect land with environmental value
► Education around impacts on the environment (i.e., fires)
► Balance fire concerns with other environmental concerns
► Fire safety from City leadership
► Federal and state funds to address conservation issues - Partnerships with state
► Transparency about what is being done for coastal resilience measures
► Partner with the Army Corps on sand retention
► Educate upstream cities about trash and runoff
► Marine animal rehabilitation sim[ilar] to the center in Laguna Beach



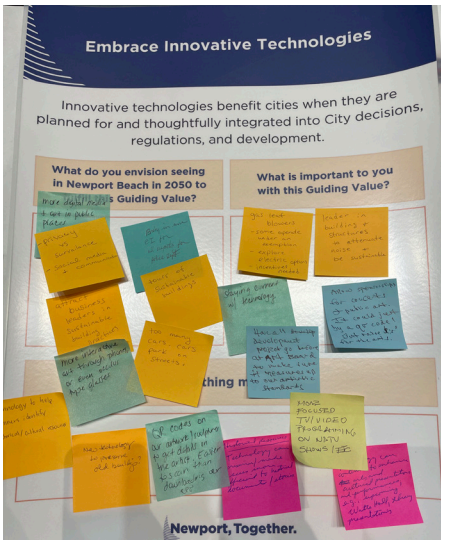
### Maintain a Balanced and Connected Community




► What does "Balanced Growth" mean?
► Connected communities can be safer during evacuation
► Support Newport Beach in delivering services for seniors
► Satellite OASIS office in the Peninsula
► Create more opportunities to travel around the city via bike, walking, or other non-car methods
► Meals on Wheels
► Community center
► Support services on the Peninsula
► Most of the community is connected through HOAs
► Better cellphone connections
► Better access within the community without using cars
► Prioritize complete street design in land use and zoning

## Workshop 3: Arts and Culture & Historical Resources

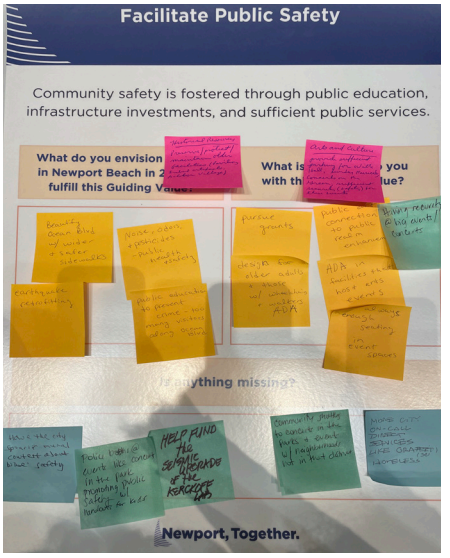
### Embrace Innovative Technologies




► More digital media and art in public places
► Gas leaf blowers: Some operate under an exemption; explore electric options; incentives needed
► Technology to help planners identify historical/cultural resources
► Privacy vs surveillance leader in building and structures to attenuate noise and be sustainable
► New technology to preserve old buildings
► Social media and communication strategies
► Staying current with technology
► QR codes on our artwork/sculptures to get details on the art/artist. It is more straightforward to scan than download via websites
► Attract business leaders in sustainable building practices
► Have all development projects go before the arts board/commission to make sure they align with artistic standards
► More focused TV/video programming on NBTV Shows
► More interactive art through phones or even Oculus-type glasses
► Allow sponsorship for concerts and public art. It could be a QR code but advertise for the arts
► Technology can preserve. Make access more efficient to historical documents or stories
► Too many cars - cars park on streets
► Technology can continue to enhance arts and cultural presentations and performances, i.e., Witte Hall
► Tours of sustainable buildings
► Bring in more AI for all aspects of the police

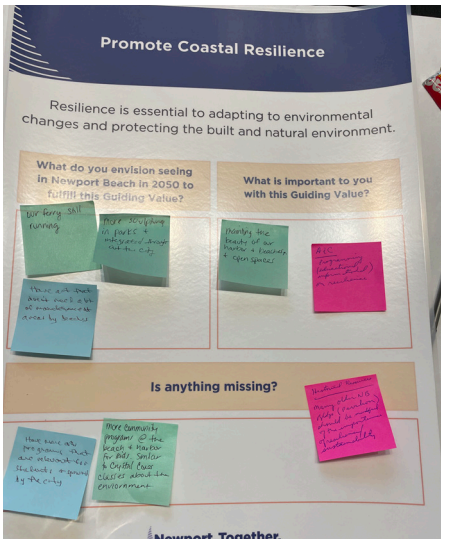
## Facilitate Public Safety

► Beautify Ocean Blvd with wider and safer sidewalks
► Pursue grants
► Have the City sponsor a mural contest about bikes and safety
► Noise, odors, and pesticides - public health and safety design for older adults and those with wheelchairs and walkers (ADA) police booths at events like Concerts in the Park; promoting public safety with handouts for kids
► Earthquake retrofitting
► Public art connection to the public realm
► Help fund the seismic upgrade of the Kerckhoff Lab
► Public education to prevent crime - too many visitors along Ocean Blvd.
► Community shuttles to Concerts in the Park and events with neighborhoods not in that district
► ADA in facilities that host arts events
► More City on-call direct services, i.e., for the unhoused
► Having reoccurring significant events/concerts
► Always enough seating in event spaces
► Preserve, protect, and maintain older facilities
► Provide sufficient parking for Witte Hall, Sunday Musicales, Concerts on the Green + sufficient security for these events



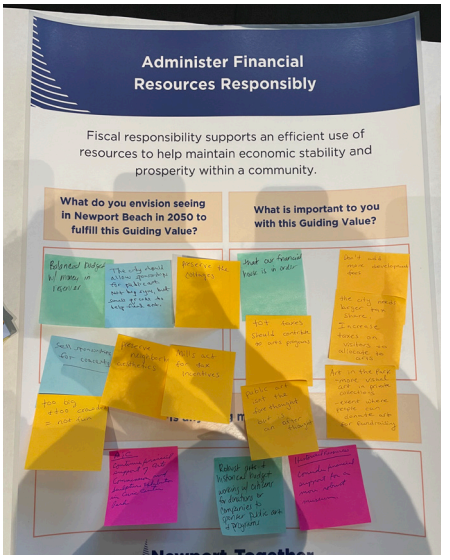

## Promote Coastal Resilience

► Keep the Balboa Ferry running
► Maintaining the beauty of our harbor, beaches, and open spaces
► Have more art programs that are relevant for students and sponsored by the City
► More sculptures in parks and integrated throughout the City
► Programming (educational) on resilience
► More community programs at the beach and harbor for kids.
► Similar to Crystal Cove's classes about the environment
► Have art that doesn't need much maintenance at the beaches
► Many older Newport Beach residents should be mindful of the importance of resilience and sustainability



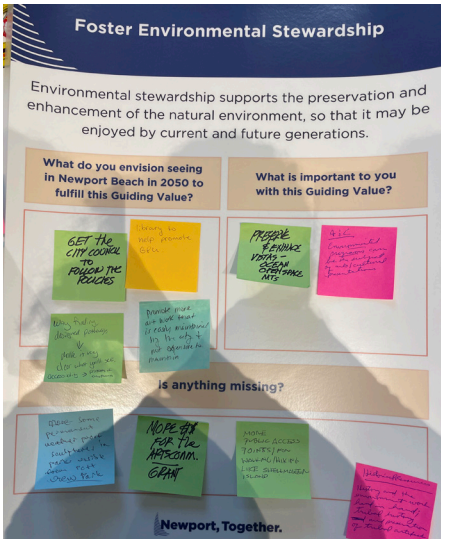
## Administer Financial Resources Responsibly

► Balanced budget with money reserves
► Ensure that our financial house is in order
► Continue financial support of Arts Commission and sculpture exhibits in Civic Center Park
► The City should allow sponsorships for public art. Not big signs, but QR codes to help fund the arts
► TOT (transient occupancy tax) taxes should contribute to arts programs
► Robust arts and historical budget working with citizens for donations or companies to sponsor public art and programs
► Preserve the cottages
► Public art isn't the forethought but is an afterthought
► Consider financial support for a more robust museum
► Sell sponsorships for concerts - don't add more development fees
► Preserve neighborhood aesthetics
► The City needs a more significant tax share. Increase taxes on visitors to allocate to the arts
► Mills Act for tax incentives
► Art in the park: more visual art in private collections; an event where people can donate art for fundraising
► Ensure Newport Beach doesn't get too big and too crowded = not fun



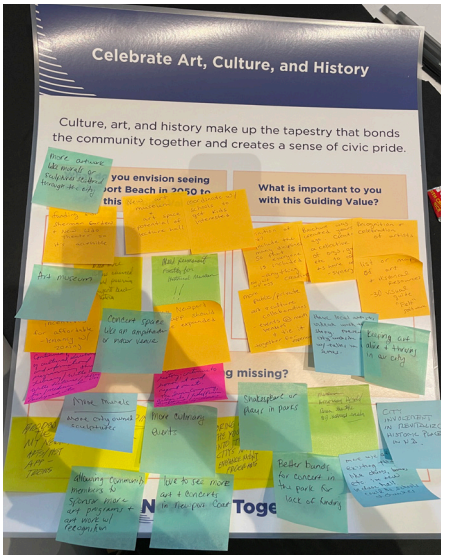

## Foster Environmental Stewardship

► Get the City Council to follow the policies
► Library to help promote the GPU
► More money for the Arts Commission through grants
► Wayfinding, designed pathways - make it clear where the community can walk and enjoy their surroundings
► Preserve and enhance visits - ocean, open space, mountains
► More public access points for walking/hiking, like Shell Maker Island
► Promote more artwork that is easily maintained by the City and not expensive to maintain
► Environmental programs can be the subject of arts and cultural presentation
► Some weatherproof sculptures in parks along PCH
► History and the environmentalist should work hand-in-hand; tribal history and preservation of tribal artifacts



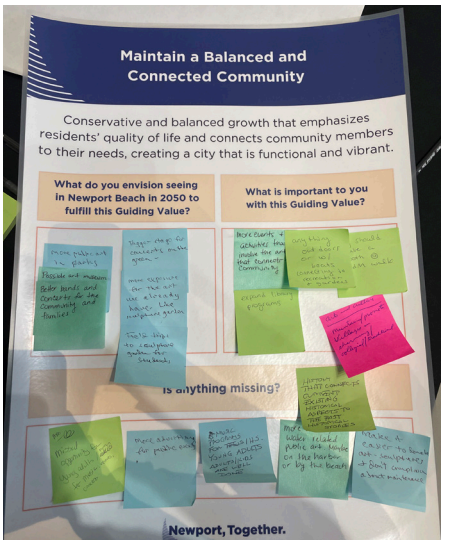
## Celebrate Art, Culture, and History

► More artwork like murals and sculptures scattered throughout the city
► Definition of art - include the many disciplines so that everyone is included, not just arts organizations
► City involvement in revitalizing historic places in Newport Beach
► New art museum and art space - potentially off the lecture hall
► A brochure was created years ago. Create a collective of organizations, galleries, etc. to collaborate and share resources - synergy
► More use of existing facilities, i.e., the new lecture hall could be [used for] schools or churches
► Coordinate with schools to get kids interested
► Recognition and celebration of artists
► Better bands for concerts in the park for lack of funding
► Funding for Sherman Gardens and new Lido Theater so it's accessible
► List or map of art and historical resources; 3D visual guide "felt" software
► More culinary events
► Expanded Newport Beach app
► More public/private art and culture collaborations
► Shakespeare or plays in parks
► Add an art museum
► Events at main venues and tie them together for experience
► Love to see more art and concerts on Newport coast
► Concert space like an amphitheater or indoor venue
► Keeping art alive and thriving in our city
► Bring in the youth into the city's arts/history. Enhancement programs
► New, permanent facility for the historical museum
► Have local artists video with their stories. Present on our City website with talks in lecture series
► Allowing community members to sponsor more arts programs and artwork with recognition
► More murals/City-owned sculptures
► Establish funding
► Continued promotion of cultural, educational, and informational programming through library/Witte Hall/Witte Lectures
► Newport Beach has a rich history; continue to honor and report on it.
► Create artist live/workspaces; incentives for affordability and leniency with zoning



### Maintain a Balanced and Connected Community

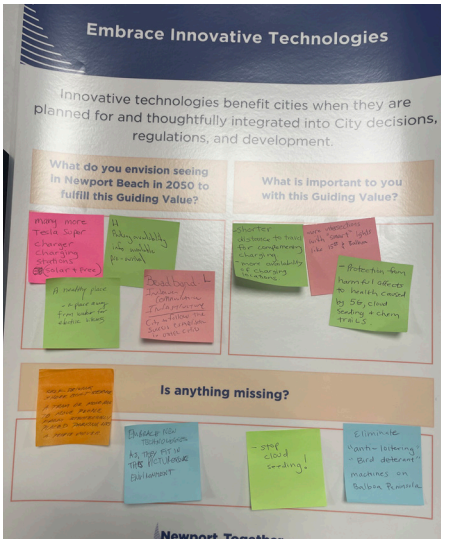
► More public art in parks
► More events and activities that involve the arts that connect the community
► Missing opportunities for young adults, especially with music
► Possible art museum
► Expand library programs
► More advertising public events
► Better bands and concerts for the community and families
► Anything outdoors or with boats connecting to the recreation and gardens
► Music programs for high school/young adults
► Bigger bands for Concerts on the Green
► Maintain/promote villages/charming design
► Make it easier to donate to art - sculptures and don't complain about maintenance
► More exposure to the art we already have, like the sculpture garden
► History that connects current and existing historical aspects to past historical stories
► More beach/water-related public art. Maybe on the harbor or by the beach
► Field trips to the sculpture garden for students




## Workshop 4: Land Use & Harbor, Bay and Beaches

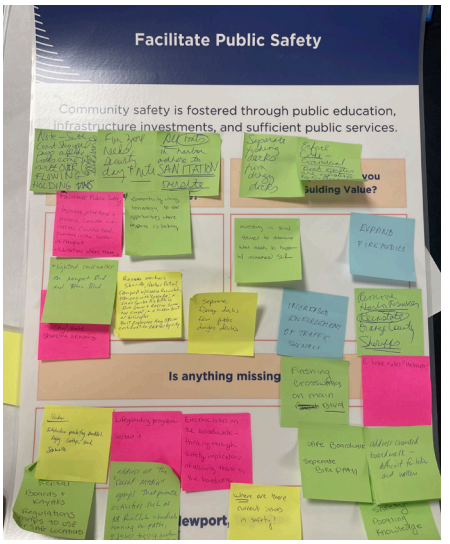
### Embrace Innovative Technologies

► Many more Tesla supercharger charging stations (solar and free)
► Shorter distance to travel for complimentary charging
► Self-driving shore boat service
► Parking availability info pre-arrival
► More availability of charging locations
► A tram or monorail to move people from strategically placed parking lots; a people mover
► Healthy place - a place where walking or electric bikes are accessible
► More intersections with "smart" lights, like 15th and Balboa
► Embrace new technologies as they fit in the picturesque environment
► Broadband - internet/communications Infrastructure
► Protection from harmful effects on residents' health caused by 5G, cloud seedings, and chemtrails
► Stop cloud seeding
► City to follow the success established in other cities
► Eliminate "anti-loitering" or "bird deterrent" machines on the Balboa Peninsula



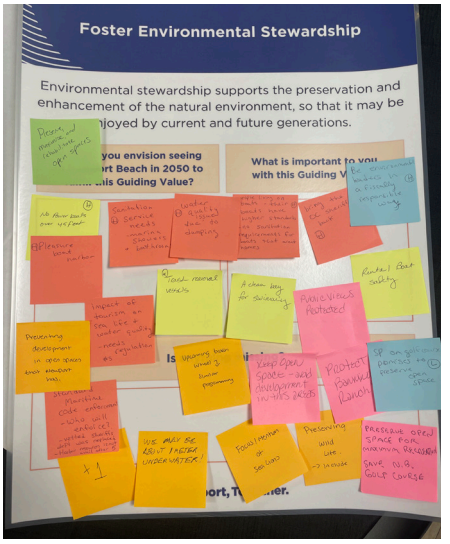
## Facilitate Public Safety

► Lighted crosswalks on Newport Blvd and Balboa Blvd.
► Separate fishing docks
► Protect harbor infrastructure/buildings
► Note: South Coast Shipyard
► Investing in sound science to determine what needs to happen with increased sea level rise
► Lifeguarding program - sustain it
► All boats in the harbor adhere to the sanitation requirements
► Expand Fire Medics
► Rental boars and kayaks regulations and maps to use for safe locations
► Fun Zone needs security - day and nights
► Increased enforcement of traffic signals
► Address all the "social media: groups that promote activities, such as the NB Run Club
► Increase police force + presence, consider substations
► Consider headquarters in the center of Newport
► Remove Harbor Resources and reinstate Orange County Sheriff
► Electric bikes on the boardwalk - thinking through the safety implications of allowing them on the boardwalk
► Connectivity using technology to see opportunities where communication is lacking
► Finishing crosswalks on Main Blvd.
► Infrastructure aging (seawalls and groins); focus investment in City & State shoreline
► Safe boardwalks
► Rescue workers: Sheriffs and Harbor Patrol are equipped with rescue tools, such as a small scuba air bottle, to dive down and rescue someone caught in a boat or a helicopter
► Boat employees have certifications paid for by the City
► Separate bike path
► Address crowded boardwalk - difficult for bikes and walkers
► Boating safety and boat knowledge



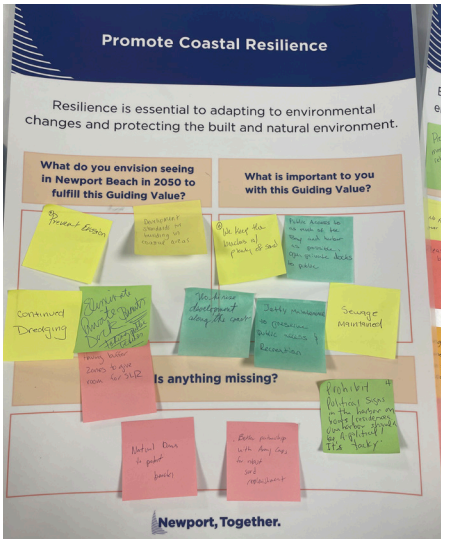
## Foster Environmental Stewardship

► Preserve, maximize, and rehabilitate open space
► Be environmental leaders in a fiscally responsible way
► Water quality issues due to dumping
► No power boats over 45 feet
► Bring the Orange County Sheriff back
► Standard maritime code enforcement - Who will enforce it? The vetted sheriff's department was replaced; Harbor
► Resources are not available after 5 pm
► Pleasure boats along the harbor
► A clean bay for swimming
► We may be about 1 meter underwater
► Sanitation service needs - marina showers and bathrooms
► Rental boat safety
► Upcoming trash wheel - similar programming
► Trash removal vessels
► Public views protected
► Keep open space - avoid development in this area (Peninsula)
► Impact of tourism on sea-life and water quality - needs regulations
► People live on their boats - their boats have higher standards
► Protect Banning Ranch
► Preventing development in open spaces that Newport Beach has
► No sanitation requirements for boats that aren't homes
► Focus/mention of sea lions
► Preserving wildlife



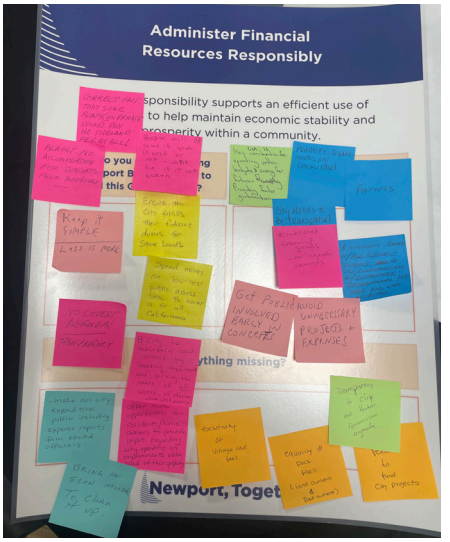

## Promote Coastal Resilience

► Prevent erosion
► We keep the beaches with plenty of sand
► Natural dunes to protect beaches
► Development standards for building in coastal areas
► Public access to as much of the bay and harbor as possible, open private docks to the public
► Better partnership with the Army Corps for robust sand replenishment
► Continue dredging
► Jetty maintenance to preserve public access and recreation
► Prohibit political signs in the harbor on boats/residences on the harbor, which should be apolitical. It's tacky!
► Eliminate private docks; taking public beaches
► Sewage maintained
► Having buffer zones to give room for sea level rise
► No high-rise development along the coast



## Administer Financial Resources Responsibly

► Correct fact that some boats (on private docks) pay no tideland fee at all
► Get the public involved early in concepts
► Make all City expenditures public, including expense reports from elected officials
► Almost no accommodations for dioxins from mooring
► Avoid unnecessary projects and expenses
► Bring in Elon Musk
► People will come if you invest or not - don't fix if it isn't broken
► Offer more opportunities for residents/homeowners to provide input regarding City spending on improvements within a block of their property
► Keep it simple
► City needs to be transparent
► Exclusivity of village-like feel
► Ensure the city fulfills its fiduciary duties for State Lands
► Establish financial goals for equality of dock fees (landowners and boat owners)
► Spend money on low-cost public access since the harbor is for all Californians
► Prioritize improvements on Ocean Blvd.
► Transparency in City and Harbor Commission agenda
► City to maintain local control by meeting requirements and serving the needs of all users of the harbor - low-cost mooring
► More considerations for operating within budgets and saving for the future. Preventing further gentrifications
► No covert agenda - TRANSPARENCY
► A futuristic harbor with all electric vessels and all-encompassing with sustainable recreational use for all who wish to




## Celebrate Art, Culture, and History

► Maintain the village feel of the city, even with increasing residential development
► Preserve history, art for all
► No more cigarette butts on the island or peninsula
► Bring back historic wildlife - more ducks, swans, and rare sea birds
► Embrace diversity of all and enforce the "no smoking" rule near harbors, bays, beaches
► Artistic foliage
► Recognize the important role affordable boating plays in fulfilling the public trust doctrine

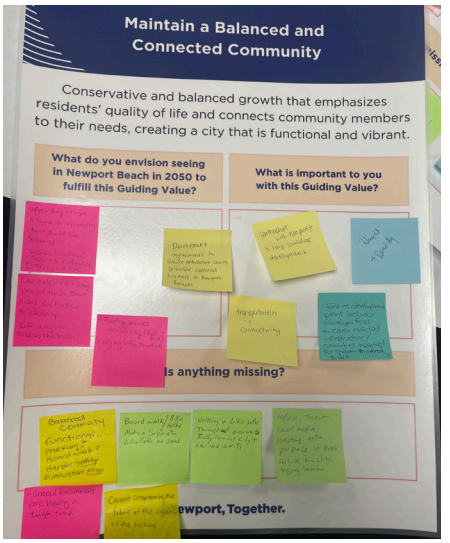
## Celebrate Art, Culture, and History Continued

► Please keep the common sense, traditions, and character of the harbor, as it happened naturally
► Integrating wildlife into the planning for waterways
► Site-specific historical interpretive markers, links, signage
► A community pool at lower Castaways, near the harbor
► Encourage respectful interactions between humans and wildlife
► City to leave the moorings alone!
► Bring back the "Give a Hoot, Don't Pollute" campaign and ticket litterbugs
► Access to fishing and surfing
► The harbor is the history of Newport Beach
► Let's make sure the harbor is accessible to all Californians
► Let's preserve the 100-year history of mooring permits
► Let's preserve the mooring
► Safety in biking, swimming, and walking the beach
► Free public museum
► Public trust doctrine: Harbor benefits all. The harbor is special and paid for by taxes. Let's maximize the access
► Preserve waterfront clubs and public access
► Preserve the character of the moorings. DO NOT have only plastic-fantastic yachts replacing the older, classic boats
► No hidden leadership activities




## Maintain a Balanced and Connected Community

► Partnerships with nonprofits to help subsidize development
► Balanced community - functional...parking? Boardwalk? Harbor safety? Evacuation plan?
► The value of natural spaces enhances the quality-of-life transportation and connectivity
► Small businesses are having a tough time
► Low tide - Back Bay, lots of trash. Environmental rules don't allow for clean-ups. Is there a different way to access the trash?
► Balance height and density
► Cannot compromise the present at the expense of the future
► Boating services availability (fuel docks?)
► Ensure development plans include a developer's fee to cover needed infrastructure/amenities needed for growth in intensity and use boardwalk/bike paths: separate the paths
► Aging infrastructure
► Walking and bike paths through Newport.
► Development agreements to ensure affordable units prioritize essential workers in Newport Beach
► Trolley through the city and to low-end units
► Social Media creates extra presence in areas



APPENDIX C

# DRAFT IDEAS TO SUPPORT THE ELEMENTS

## Natural Resources

### Goal 1: Ecosystems that are connected and sustainable

Balanced ecosystems provide essential services, such as filtering and storing water, storing carbon in vegetation and soil, purifying the air, providing habitat for wildlife, and creating visually appealing and enjoyable places for people. Well-functioning ecosystems include diverse native and naturalized non-invasive species which support complex food webs, a mix of habitats, and nutrient cycling. Promoting native and environmentally adapted species across public and private land will enhance and expand an integrated network of resilient ecosystems.

### Goal 2: Ecosystems that are conserved and restored

Ecosystem restoration and conservation are vital for maintaining unique grassland, woodland, marsh, dune, and other habitats. Large ecological reserves can serve as nurseries for native and environmentally adapted species that support smaller ecosystems across Newport Beach. Further ecosystem restoration could restore additional habitats for protecting endangered species, building resilience to coastal flooding and sea level rise, and encouraging community involvement in environmental efforts.

### Goal 3: Clean water in Newport Bay and the coast

Clean water is necessary for human health, recreation, and aquatic habitat and organisms. Improving water quality in Newport Bay and in coastal waters can ensure safe enjoyment of these irreplaceable natural resources for residents and visitors, while continuing to support the businesses and employers that rely on close proximity to the coast. Reducing stormwater runoff, restoring floodplains, and preventing waste from entering waterbodies can improve water quality and realize the benefits of clean water.

### Goal 4: Water that is conserved and used responsibly

Clean water is a precious resource in Southern California. Reduced indoor and outdoor water use can play an important role in conserving water. By implementing best practices for landscaping and irrigation on public property and offering incentives for residents and commercial businesses to conserve water on their property, the City can do its part in sustaining long-term water supply.

### Goal 5: A city that prevents air pollution and has clean air

Poor air quality has numerous health consequences, especially for vulnerable populations, such as children, older adults, and people with asthma. Encouraging walking, biking, and transit and building more well-designed electric vehicle charging consistent with demand can help reduce air pollution caused by vehicles, and using landscape barriers along busy roadways or as a buffer between other potential pollutants can help clean the air before it reaches sensitive populations.

### Goal 6: Viewsheds and corridors that are preserved

Sweeping views of the beaches, harbor, and coast distinguish Newport Beach as a city with unparalleled natural beauty. Viewsheds often hold historic or scenic value and should be protected for current and future generations. Preserving viewpoints and corridors allows the public to appreciate the City's beauty and character.

### Goal 7: A city that leverages alternative sources of energy

Leveraging alternative and renewable energy sources can reduce emissions from vehicles and buildings. Facilitating a reasonable transition to clean energy vehicles, promoting energy efficiency of buildings, and utilizing public facilities to generate renewable energy can help reduce local air pollution and overall reliance on fossil fuels, increasing energy security in the community.

### Goal 8: A city with minimal impacts from oil and gas drilling activities

Phasing out oil production can help achieve the statewide objective of phasing out extraction of oil and gas by 2045. The transition away from oil extraction presents an opportunity to prioritize clean energy investments for economic development.

## Recreation

### Goal 1: A community with high-quality recreation programs

Recreation programs enrich community members' lives by building social connections and providing opportunities for learning and physical activity. Recreation programs that are of high-quality and tailored to the community's needs can foster an engaged and healthy community.

### Goal 2: New parks and connections that increase resident access to recreation, parks, and open space opportunities

Parks are a vital asset in any community, providing opportunities for refuge, recreation, and socialization, while offering physical and mental health benefits. Newport Beach's varying landscape provides a variety of unique recreational opportunities for the community. Increasing park access and developing recreational opportunities throughout the community can ensure these benefits are available to all residents of all ages and needs.

### Goal 3: Open space, park, and recreation facilities that are preserved, upgraded, and well-maintained

The preservation and maintenance of open space and park facilities is essential to maintain community access to recreational opportunities. The maintenance and needed upgrades to these facilities can help protect City investments while ensuring that residents have continued access to high-quality recreational facilities that meet changing needs.

### Goal 4: A City with established and maintained relationships to facilitate interagency and interorganizational coordination

Coordination with internal departments and outside agencies and organizations creates opportunities to share resources, promotes effective communication, and can help facilitate the successful implementation of General Plan goals and policies. Moreover, coordination can increase the quality of and access to parks and open space through integrated strategies and efficient use of resources.

### Goal 5: Parks and recreation facilities that are adapted to meet a variety of needs for existing and future residents, including people with disabilities

As the environment changes and the population shifts, it is important that open space continues to meet community needs and provides benefits to human health, well-being, and the environment. Finding opportunities to expand or adapt parks and recreation facilities to serve older adults and people with disabilities can help to serve all residents now and in the future. Furthermore, designing parks and recreation facilities to be resilient to extreme heat, flooding, and wildfire can ensure these amenities continue to function despite environmental changes.

### Goal 6: A City that protects public beach access

Beaches are one of the most important public open spaces for providing relief during hot summer days and access to the ocean. Maintaining physical access points and supportive facilities and services can help protect continued public beach access.

### Goal 7: Adequate support facilities in open space and recreation facilities

Support facilities are an important aspect of providing parks and recreation spaces that are highly used and enjoyed by the community. Support facilities include but are not limited to, restrooms, showers, lifeguard towers, parking, and staffing. Providing and maintaining facilities needed to support varying recreational spaces in the City can help ensure parks and open spaces are enjoyed by the community and maintain a high-quality level of service.

## Coastal Resilience

### Goal 1: A community that is resilient to coastal flooding

Coastal communities face additional challenges as it relates to flooding from tsunamis, rogue waves, king tides, storm surges, seiche, and precipitation that continues to intensify as sea-levels rise. With more frequent storms, it is important that the City and community are prepared for flood risks, especially along the coast. While infrastructure can protect the community in the event of flooding, it is also important that existing and planned development is modified and built to last and that the community is aware of how to best protect themselves and their property.

### Goal 2: A community protected from floods through adequate and well-maintained infrastructure

Infrastructure is an essential component of a community and must be developed and maintained to adequately respond to flood hazards. Sufficient infrastructure can consist of both nature-based and gray solutions to protect the community during storms, king tides, and other potential flood events. As the extent of flooding changes, the type of infrastructure needed may also change. Therefore, this goal is intended to address changing needs associated with flooding and the steps needed to adequately plan for such infrastructure.

### Goal 3: Beaches that are maintained and protected from erosion

The City's beaches are an essential part of the community, providing recreational opportunities, driving tourism, which contributes to the local economy, supporting natural ecosystems, and protecting inland areas from flooding. Efforts to minimize erosion and the loss of sand will help protect the shoreline and maintain beaches.

### Goal 4: Stabilized bluffs to minimize erosion and prevent landslides in developed areas

Bluffs are an important part of the City's landscape, providing valuable views, development of homes and other uses, and offering natural habitat for many plant and animal species. The land formations in and around Upper Newport Bay and the coastal cliffs and bluffs in and proximate to Corona del Mar are some of the most vulnerable. Development near coastal bluffs is vulnerable to damage from erosion or complete loss due to landslides.

### Goal 5: Current and accessible data and information on flooding, beach erosion, and bluff erosion

Projects and programs to manage the shoreline require up-to-date data for flood-prone locations, the direction and rate of sand and bluff erosion, among other information on changing conditions. Current, high-quality data allows for a more tailored, responsive approach to managing the shoreline.

## Safety

### Goal 1: High-quality public safety, emergency preparedness, and response services

Because no two disasters are ever the same, high quality public safety requires significant planning and preparation to support a variety of needs in a variety of conditions. Public safety must consider needed facilities, equipment, staff, training, public education, planning, and post disaster recovery. Adequate planning and preparation lead to strong response and recovery from hazard events, including fire, flooding, coastal hazards such as tsunamis and rogue waves, earthquakes, geologic hazards such as landslides, and extreme heat.

### Goal 2: Evacuation routes and centers that are maintained to provide functionality during hazardous conditions

Evacuation strategies are important to help ensure public safety and prevent injuries in an emergency. The need for evacuation could arise as a result of a hazard event and could involve either small or large numbers of people, depending on the type and extent of a hazard event. Therefore, effective evacuation strategies are key to protecting public health and safety and providing efficient access for first responders.

### Goal 3: Tested and effective communication systems for emergency preparedness and response

Communication systems are an essential component of emergency preparedness and response. Effective communication systems can help facilitate response efforts, connect people to resources, and educate people about emergency preparedness and response.

### Goal 4: Reduced and well-managed urban and wildland fire hazards

As urban and wildfire hazards can impact communities across Newport Beach, mitigation strategies and limits to new or redevelopment may be necessary. Many hillside communities in the eastern portion of the City, in and surrounding Newport Coast are in a very high fire hazard severity zone. Homes, businesses, and other structures in these areas must be adapted to prevent the spread of fire.

### Goal 5: A community that is resilient to and protected from inland flooding

While minimal, some areas of the City that are not along the coast are still vulnerable to flooding. Inland flooding can occur in flood plains and low-lying areas when rainfall exceeds the amount that can be absorbed by the ground or accommodated by channels. While most flood risks exist in areas closest to the shoreline, it is important that inland flooding potential is also considered for the protection of existing and planned development.

### Goal 6: A built environment adapted to provide relief from extreme heat

As summer temperatures continue to get hotter and heat waves become more common, the City must adapt to changing temperatures to protect the health of residents and visitors, particularly vulnerable populations. Strategies such as air conditioning, home weatherization, and increased shade in public areas can help the community stay cool on hot days.

### Goal 7: Buildings and utilities that are protected from seismic and geologic hazards

While difficult to predict, seismic and geologic events pose a risk to physical structures. While new buildings are held to higher standards to be resilient to such events, existing buildings can be modified to minimize structural damage.

### Goal 8: A community protected from airport-related hazards

John Wayne Airport produces noise in the vicinity of the airport and its general aviation flight path. Additionally, the airport contributes to air quality in the vicinity of the airport. To the extent practicable, and consistent with the Settlement Agreement, there are actions the City can take to influence airport operations and help protect future residents from noise and air pollution.

### Goal 9: A community protected from impacts of hazardous materials

Hazardous materials produced from manufacturing and industrial facilities have the potential to negatively impact public health and safety and degrade the environment if not properly managed. Although hazardous materials are primarily regulated by state and federal agencies, local governments play a pivotal role in hazard mitigation planning, enforcement and inspection of hazardous waste generators, and increasing public awareness.

### Goal 10: A community where residents, employees, and visitors feel a sense of comfort and safety

Providing a sense of comfort and safety in the public realm can be achieved through design and development that encourages “eyes on the street.” The concept of “eyes on the street” uses place-based design in public spaces to increase community awareness, build social cohesion, improve community bonds, enhance sense of safety, and increase social interaction. Designing for safety can include regular maintenance of parks, lighting, trash, and streets; which requires a level of fiscal responsibility. Further, balanced communities with opportunities for a mix of uses such as residential, retail, employment, and visitor serving uses, can draw people at all hours of the day; increasing “eyes on the street” and community safety.

## Arts and Culture

### Goal 1: A community enriched by and connected to the arts, culture, libraries, and education

Arts, culture, library, literary, education opportunities, and creativity can enhance quality of life for residents, improve visitor experiences, and contribute to the local economy. Expanding exposure to the arts and culture brings a unique sense of identity to Newport Beach and connects residents to their community and those around them through shared experiences.

### Goal 2: Programs and exhibits within the City are widely promoted, marketed, and attended

Raising awareness and generating enthusiasm for the arts is key to increasing participation in programs, exhibits, and events. This entails marketing materials throughout the city, social media campaigns, and creating new ways for people to engage in the arts through interactive technologies. A multi-faceted approach that includes traditional and novel outreach and engagement methods can capture the attention of residents and visitors of all ages.

### Goal 3: Funding that helps artists and art programs flourish

Investment from philanthropic organizations, the City, and community members can help the arts thrive by supporting local, emerging, and other artists, providing new and upgraded facilities, and bolstering programs. While funding should support art from withing and outside Newport Beach, funding for local art should be prioritized. Such financial contributions to the arts can increase not only the quantity of art and programs in the community but the quality. Funding and investment should reflect the high value placed on the arts in the community.

### Goal 4: State-of-the-art facilities to host art exhibits and programs

Facilities dedicated to the arts, such as galleries and performance and lecture halls, provide a place for the community to gather in appreciation of the arts, education, and culture and to promote Newport Beach as a regional destination for the arts. Additionally, integrating art in existing community centers, libraries, recreation facilities, parks and other open space, and in private buildings play a vital role in realizing Newport Beach as a city of the arts.

### Goal 5: A wide collection of art exhibited throughout the city

A well-functioning system for accepting, maintaining, and rotating art throughout public spaces, including The Sculpture Exhibition in Civic Center Park, and facilities helps sustain renewed interest and ensure high quality of exhibits. Developing guidelines and criteria for accepting art donations and acquisitions and dedicating staff to manage public art can ensure the system for managing art is consistent and smoothly operates.

### Goal 6: A City with strong partnerships that support thriving arts, culture, and education

Partnerships are crucial for maintaining existing and realizing new opportunities to cultivate art and culture exhibits, programs, events, and funding. Strong coordination between City staff and private institutions; partner agencies; and local, emerging, and other artist organizations can facilitate community involvement in arts and culture, procurement of funding, and successful management of public art.

## Historical Resources

### Goal 1: A city that celebrates, preserves, and protects its history

Preserving the city's history is essential for maintaining its unique identity and cultural heritage. By celebrating and safeguarding historically significant land marks, sites, structures, and legacy businesses, the city can honor the stories and achievements of past generations. Further, by recognizing and celebrating those that have contributed to Newport Beach's past, present, and future, our storied history can be captured. The recognition and protection of history not only enriches a community's sense of place and continuity but fosters civic pride and can attract tourism.

### Goal 2: A city that enshrines its history through education

Education is a key tool for enshrining the city's history and ensuring that future generations appreciate and understand this heritage. Integrating local history into City-sponsored, library, and other programs and events and promoting it through various media can create a well-informed community that values its roots. This awareness not only enhances residents' connection to their city but also helps future generations value the past.

### Goal 3: Well documented and protected archaeological and paleontological resources

Documenting and protecting archaeological and paleontological resources is crucial for preserving the evidence human history and life forms of the distant past. These resources inform our understanding of ancient ecosystems and cultures. This stewardship fosters a culture of respect and responsibility, ensuring that future generations can continue to learn from and appreciate this history.

### Goal 4: A City and community that celebrates tribal cultural resources

The foundational history of Tribal nations of the city's land provides unique insight into the importance of cultural places. Native American groups and individuals hold special interest in the protection of cultural places. Tribal views toward protection and preservation of cultural resources in the city should be respected and the history of Tribal nations should be recognized and celebrated.

## Land Use

### Goal 1: Distinct neighborhoods and villages that accommodate planned development while maintaining their unique character

Well planned and thoughtfully designed neighborhoods contribute to quality of life for residents and support community-wide needs. While each neighborhood has a distinct and unique identity expressed through design and development patterns, all neighborhoods should be well-maintained and have diverse, cohesive development. Planned development should integrate sophisticated urban design that is compatible with neighborhood characteristics to blend with the surrounding urban fabric.

### Goal 2: Planning sub-areas that accommodate planned housing development in a cohesive manner

Each planning sub-area has individual characteristics that must be considered when planning to accommodate planned development. Some planning sub-areas are identified as housing opportunity sites, including the Airport Area, Newport Center, and West Newport Mesa, while others prioritize commercial, open space, or other uses, such as Balboa Peninsula, Lida Village, Cannery Village, and McFadden Square; Balboa Village; Corona del Mar; Old Newport Boulevard, and West Newport Mesa. New development can be accommodated in a way that maintains the characteristics of the area and creates longstanding neighborhoods that are cherished by the community.

### Goal 3: Efficient use of land to create livable neighborhoods and support economic development

Utilizing land in an efficient manner is important for the local economy, environment, and balanced communities. Development should be planned carefully to accommodate community needs while preserving natural resources. Opportunities to utilize land efficiently and create livable neighborhoods can include, creating pedestrian friendly spaces through design and development standards such as "building to curb," incentives to encourage enhanced landscaping and streetscapes to seamlessly blend development and the public realm, and flexible approaches to parking to unlock new building typologies and encourage high-quality architecture.

### Goal 4: Infrastructure that supports new development, maintains and improves existing development, and is adaptable to new technologies

Maintaining adequate water, power, and transportation infrastructure is crucial for servicing existing and new development. However, population growth and environmental change can make this more challenging. A larger population and increased energy and water demand can strain infrastructure capacity, and hazards such as extreme heat, flooding, and fire can lead to damage or disrepair. Infrastructure can be adapted, upgraded, and designed to integrate emerging technologies to be more resilient to these impacts.

### Goal 5: A prompt and efficient system for development permit processing

Permitting new development to achieve the goals of the General Plan hinges on an effective system for processing development permits. Ensuring staff have the capacity and resources to guide development review from pre-application meeting to final approval can enhance the efficiency of the process. Well-organized coordination between different departments and agencies can streamline operations, leading to more successful project outcomes.

### Goal 6: Residential neighborhoods that are well-designed and contribute the livability and quality of life of residents

Newport Beach has distinct neighborhoods that together contribute to the charm and unique sense of place of the city. Residential neighborhoods should be of high-quality design. Design standards should consider compatibility with existing neighborhoods including the scale of development, privacy, and amenities. Residential neighborhoods should contribute to Newport Beach's livability by thoughtfully planning the location and types of housing permitted.

### Goal 7: Commercial districts and centers are well-planned and exhibit a high level of architectural and landscape quality

Commercial districts and centers create opportunities for shopping, employment, socialization, and provide essential services and goods for the community. The design of commercial districts and centers is important for shaping how residents and visitors use, access, and interact with these types of establishments.

### Goal 8: Mixed-use districts are designed and planned to ensure compatibility among a variety of uses

Mixed-use districts contribute to balanced communities through the integration of residential, employment, retail, recreation, and service-oriented uses. These uses contribute to a high quality of life for residents and local businesses, such as, increased walkability, creating vibrant spaces, economic development, and access to amenities. Mixed-use districts should be paired with high-quality design to contribute to neighborhood character and flexibility in uses that is responsive to market demands.

### Goal 9: Office and business parks exhibit a high-quality image, are attractive, and provide quality working environments for employees and services for the community

Well-planned and designed office and business districts can provide a high-quality working environment for employees and serve the surrounding community. Office and business parks should integrate a campus-style environment through design elements that promote connectivity, common spaces such courtyards, and encourage pedestrian activity. Office and business districts located adjacent to residential uses should encourage a mix of community-serving commercial uses to serve nearby residents and expand the use of the area outside of regular work-day hours.

### Goal 10: Industrial districts that provide flexibility to incorporate community-serving uses and encourage transition to co-locate employment, residential, and creative and artistic uses

Co-location of industrial and residential uses can be a good way to provide more homes, create and protect local employment, and foster innovation. New innovations in materials and technologies are making industry cleaner, greener, and quieter. Industrial districts should be encouraged to support changing neighborhoods, while providing a dynamic mix of uses that are both sensitive to and supportive of residents and employees. While maintaining Newport Beach's values and community character, industrial districts can provide an opportunity for uses that support innovation, creativity, and the arts in existing industrial areas in response to market demands.

### Goal 11: Public and institutional uses that enhance the quality of life for residents and are located and designed to complement Newport Beach's neighborhoods

Co-location of industrial and residential uses can be a good way to provide more homes, create and protect local employment, and foster innovation. New innovations in materials and technologies are making industry cleaner, greener, and quieter. Industrial districts should be encouraged to support changing neighborhoods, while providing a dynamic mix of uses that are both sensitive to and supportive of residents and employees. While maintaining Newport Beach's values and community character, industrial districts can provide an opportunity for uses that support innovation, creativity, and the arts in existing industrial areas in response to market demands.

## Harbor, Bay, and Beaches

### Goal 1: High quality beaches that are enjoyed by residents and visitors

High-quality beaches are clean, have high-quality sand, ensure safe and sufficient access, and provide amenities such as restrooms, showers, and parking. By maintaining high beach quality, the city can enhance the user experience, boost tourism, and maintain the vibrant, coastal community.

### Goal 2: Coastal resources that are easily accessed and rich with recreational opportunities

Access to coastal resources provides recreational, health, and economic benefits. The harbor, bay, and beaches should be valued for the recreational opportunities they provide and access should be provided and maintained for current and future generations. Enhanced recreational opportunities and user amenities should be available at appropriate locations to enhance the user experience.

### Goal 3: A healthy coastal ecosystem

A healthy marine environment is essential for recreational activities including swimming, fishing, and boating as well as the preservation of natural species and their habitat. Management of coastal ecosystems and ensuring environmentally friendly practices can benefit both the community and the environment, maintaining high water quality.

### Goal 4: Well-managed and economically productive harbor, bay, and beaches

Administration and management of the harbor, bay, and beaches includes coordination between various regulatory agencies and departments, balanced public investment with revenue, and well-maintained public facilities. Efficient and effective management policies will maintain the City's ability to provide high quality services that are accessible to a broad range of people and businesses.

### Goal 5: A harbor, bay, and beaches that attract tourism and maintain the character of coastal neighborhoods

Attracting tourism while preserving the unique character of coastal neighborhoods is key to maintaining the city's charm and appeal. This includes maintaining architectural components that match the city's character as well as protection of coastal dependent uses and local businesses. By supporting a tourism industry that celebrates Newport Beach's cultural and historic resources and community feeling, the City can create an attractive environment for residents and visitors alike.

### Goal 6: Preserved coastal-dependent uses that contribute to the charm and character of the harbor, bay, and beaches

Recreation and commercial use of the bay and harbor depend on prioritizing coastal dependent uses and coastal related uses, such as boating launches, storage, and rentals; tourism serving uses, including hotels and retail; recreation; habitat; and scenic areas. These uses contribute to the local economy, resident and visitor activities, and the character of the community.

### Goal 7: Waterfront Businesses and Services that contribute to a successful harbor and bay

In order for the harbor and bay to be successful, it must provide a variety of businesses and services to adequately meet the needs of users. Such businesses and services include but are not limited to vessel and recreational rentals, sightseeing and harbor tours, yacht clubs, fuel docks, public launch ramps, and more. Further, the use of these facilities and amenities should be accessible and safe for all users to avoid conflicts where they may occur and guide visitors to protect public health and safety.

APPENDIX D

# DRAFT GOALS PARTICIPANT INPUT

Below are the complete written comments, edited lightly for clarity, from each workshop. They are organized by the goal the sticky note was added to.

## Recreation

**Goal**: New parks and connections that increase resident access to recreation, parks, and open space opportunities
► New parks should be environmentally friendly, i.e., incorporating native landscapes when appropriate
► Promoting environmentally friendly buses and trolleys to access

## Arts & Culture

**Goal**: Funding that helps artists and art programs flourish
► Sponsorship to promote and fund the arts
► Make funding fun
► Funding is important for Historical Resources
► Skill building in arts management
► City grants: Staff to pursue funds

**Goal**: A community enriched by and connected to the arts, culture, libraries, and education
► Things get lost in history: Newport Beach has an official song
► Make Newport Beach more artistic. Have way more public art, murals, sculptures, and paintings on utility boxes

## Harbor, Bay, and Beaches

**Goal**: A healthy coastal ecosystem
► Seeing more fish with cleaner water
► Protect marine wildlife

**Goal**: A harbor, bay, and beaches that attract tourism and maintain the character of coastal neighborhoods
► Add " Maximize public access to our waters."

**Goal**: Waterfront Businesses and Services that contribute to a successful harbor and bay
► Add "Preserve Low-cost Moorings"

## Natural Resources

**Goal**: Viewsheds and corridors that are preserved
► Viewsheds should be preserved.
Let's please explore sand retention/ replenishment with ideas other than dunes, e.g., reefs

**Goal**: Water that is conserved and used responsibly
► Remember freshwater as a limited resource (and high cost)! Promote activities that can save one of our most precious resources and keep those freshwater creeks as clean as possible for the environment.

## Historical Resources

**Goal**: Well-documented and protected archaeological and paleontological resources
► Emphasize "Stewardship"

**Goal**: A City and community that celebrates tribal cultural resources
► Emphasize "Preservation"

**Goal**: A city that enshrines its history through education
► Emphasize "Appreciate" and "Understand"
► Emphasize "Awareness"

**Goal**: A city that celebrates, preserves, and protects its history
► Oral History
► Historical Trees and Gardens
► Needs Funding

## Costal Resilience: No comments were added.

## Safety: No comments were added.

## Land Use: No comments were added.

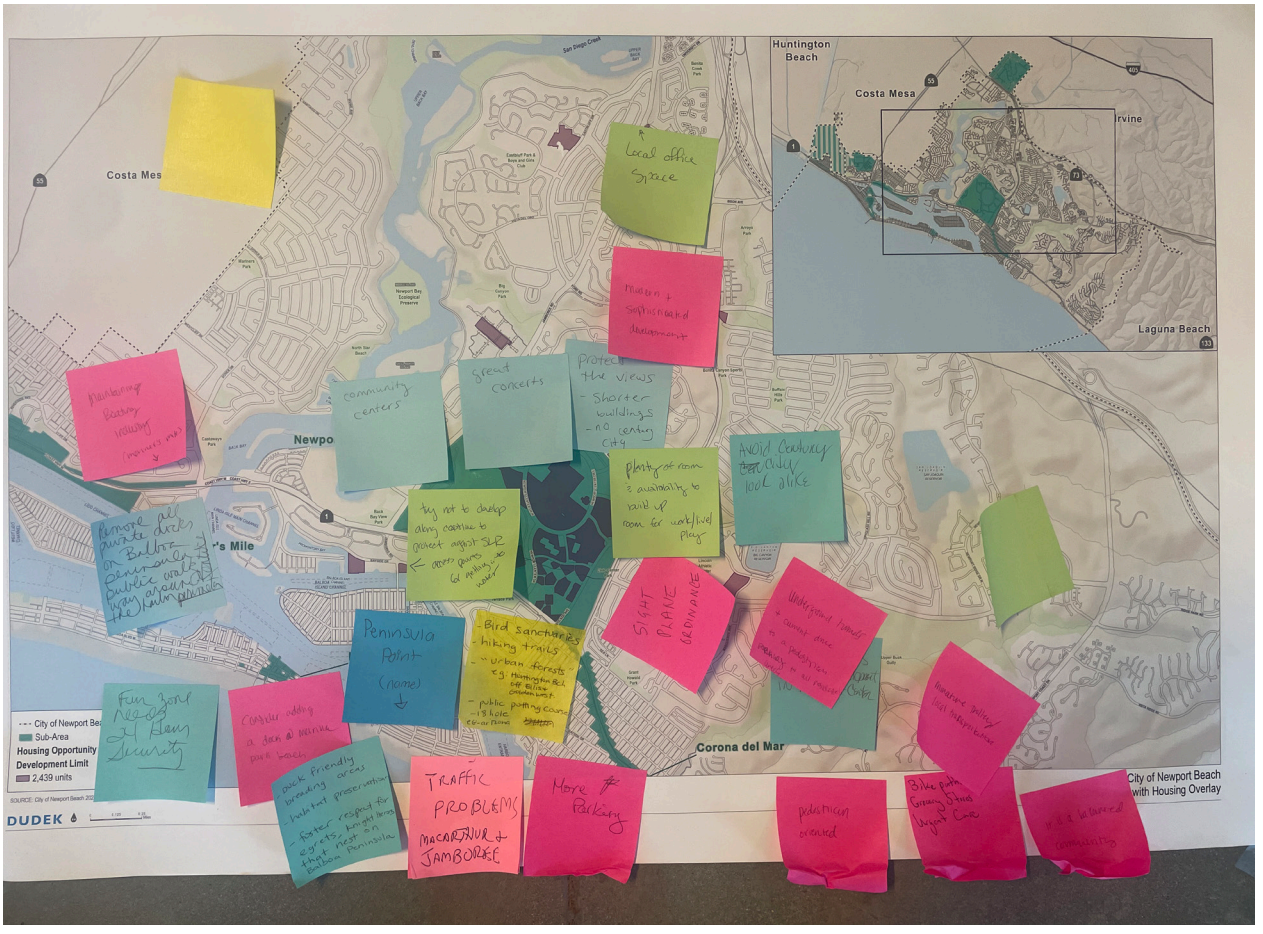
APPENDIX E

# HOUSING OVERLAY SITES & COMMUNITY SUB-AREA MAPS

The complete written comments, edited lightly for clarity, can be found below for each subarea map. In addition, photos of the maps accompany the written comments.

## Newport Center

► Community centers
► The end of the peninsula is called "Peninsula Point."
► Considering a dock at the Marina Park beach
► At Mariner's Mile, maintain boating inclusivity
► Fun Zone needs 24-hour security
► Duck-friendly feeding areas
► Habitat preservation
► Foster respect for egrets and night herons that nest on Balboa Peninsula
► Traffic problem - Macarthur and Jamboree
► Bird sanctuaries
► Hiking trails
► "Urban forests," e.g., Huntington Beach, off Eliset and Golden West
► Public putting course + 18-hole course
► Great concerts
► More parking
► Local office space (at subarea off of East Bluff Dr. near the Boys and Girls Club)
► Modern & sophisticated development
► Protect the views - shorter buildings, no Century City
► Plenty of room and availability to build up room for walk/live/play
► Sight plan ordinance
► Avoid Century City look-alike
► Limit heights of new development in Newport Center
► Pedestrian oriented
► Bike paths, grocery stores, urgent cares
► It is a balanced community
► Miniature trolley/local transportation
► Underground tunnels + connected pedestrian paths to all residential areas



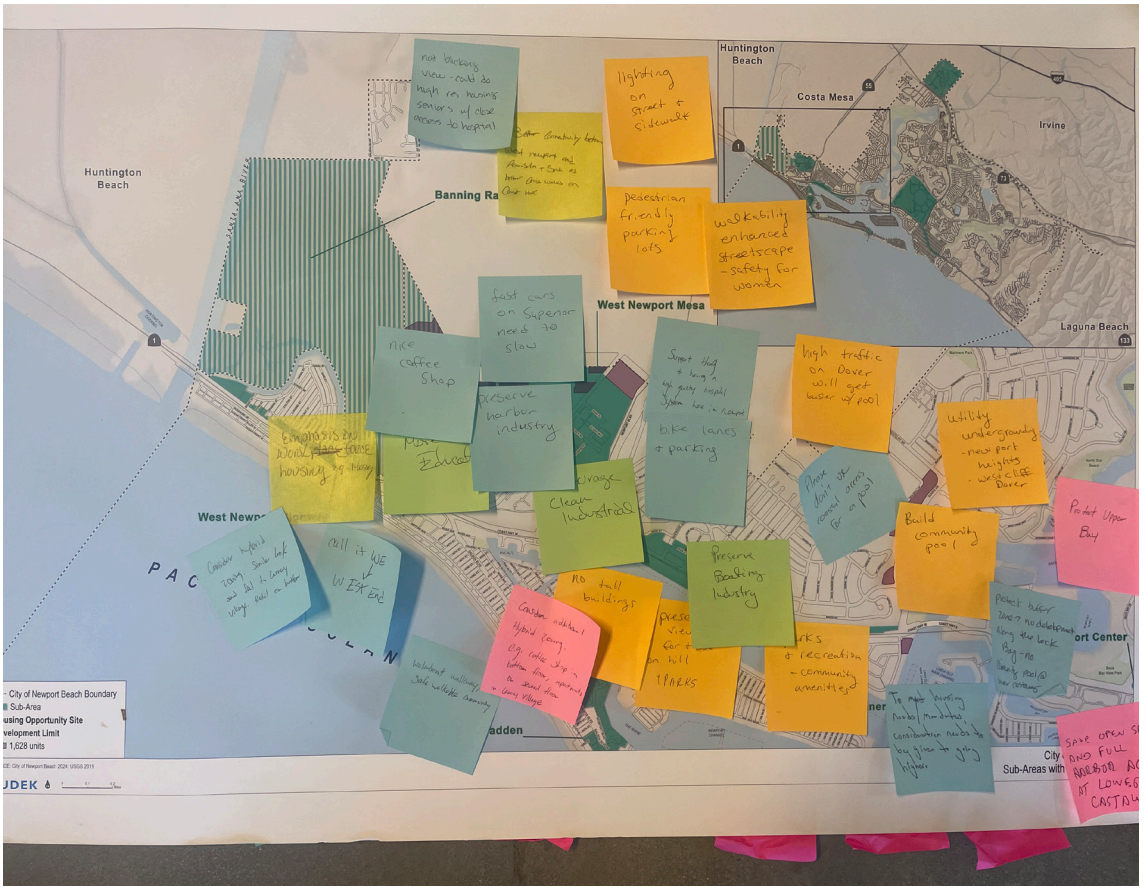
## Airport Area

► Shopping, grocery store, amenities
► Finding a historical, notable legend - name it after them
► The City should hold workshops in each of the closest areas to the "sub-areas." If no current residential exists, then meet with business and property owners. (Airport Area is not being represented)
► Keep buffer zone to expand the bay
► Endangered species nest here! (Ridgeway) Keep the buffer
► Urban City center - becomes a gathering space
► Office usage - density balance to support parking
► Need a community center
► Good area for deaf people
► Workforce housing
► Parking management opportunity
► On-site parks, no in-lieu fees
► Need more bike connectivity to the bay Safe paths for bikes and scooters
► Noise will impact open space
► There is so much opportunity for mixed-use, but it needs to have parking
► More walkable retail shopping to support the population
► Irvine Ave is already congested. It would be interesting to turn this area into an "uptown."
► Consider daycare and K-6 private education in the area since the Airport Area is in the Santa Ana School District
► Watch County plans for connections from Back Bay to Fairgrounds
► Need more services for residents, e.g. grocery store
► Attract tech and finance buildings
► Service and entertainment corridor
► Urban nightlife - music clubs
► Connectivity that is not car-reliant - trolley or shuttle
► Incentivize young professionals and young families
► Call it "Uptown Newport"
► Airport Area stakeholder incentives: retail businesses, commercial office businesses, property owners, future residents, airport association users
► Integrate residents and businesses
► Create an identity that welcomes everyone
► Workshop in the Airport Area - daycare and K-6 schools; small businesses
► Commercial service and entertainment
► Think "The Grove' in LA - Accessible urban city center
► Higher density parking
► Enhanced infrastructure; Financial district - "Special Districts"
► Community Plan for the infrastructure, parks, mixed-use...area with pedestrian walkways



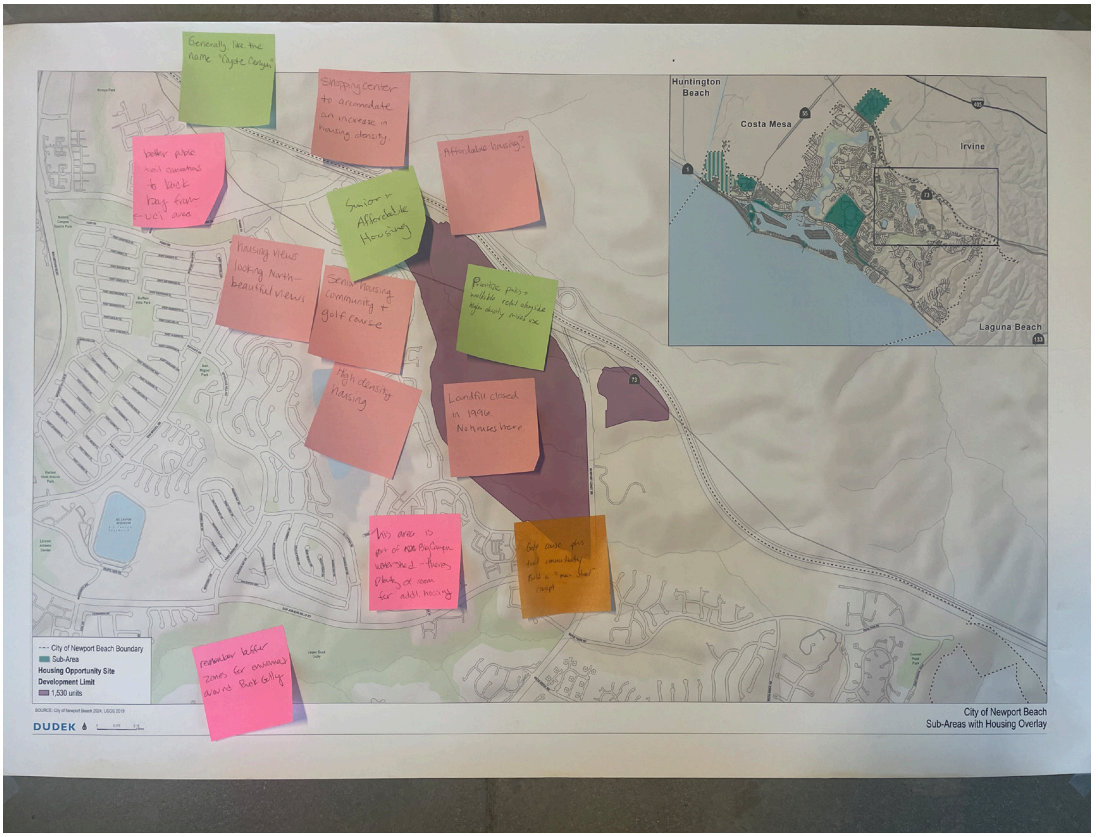
## West Newport Mesa/Banning Ranch/Cannery McFadden

► Emphasis on workforce housing, e.g., for Hoag employees
► Call it WE - West End
► Waterfront walkway, safe, walkable community
► Consider hybrid zoning - similar look and feel to Cannery Village
► Nice coffee shop
► More education
► Preserve harbor industry
► Consider hybrid zoning, e.g., a coffee shop on the bottom floor, apartments on the second floor (Cannery Village)
► Fast cars on the superior need to slow
► Encourage clean industrial
► No tall buildings
► Preserve boating industry
► Preserve views for those on the hill
► Pedestrian-friendly parking lot
► Lighting on street and sidewalk
► Walkability; enhanced streetscape - safety for women
► Support Hoag and have a high-quality hospital system in Newport
► Bike lands and parking
► Better connectivity between West Newport and the Peninsula, such as better walks on Coast Highway
► Not blocking views - could do high-housing seniors with close access to hospital
► High traffic in Dover will get busier with the pool
► Please don't use coastal access for a pool
► Utility undergrounding - Newport Heights and West Cliff/Dover Drive
► Build a community pool
► Protect Upper Bay
► Parks + Recreation - Community Amenities
► Protect buffer zone - no development along the Back Bay; no community pool at lower Castaways Park
► Open space and full harbor access at lower Castaways
► Meet housing needs; consideration needs to be given to going higher



## Coyote Canyon

► Generally, like the name “Coyote Canyon”
► Shopping center to accommodate an increase in housing density
► Affordable housing?
► Better public trail connections to the Back Bay from the UCI Area
► Senior and Affordable Housing
► Housing Views – Looking north is a beautiful view
► Prioritize parks and walkable retail alongside high-density mixed-use
► Landfill closed in 1996 - no houses should go here
► High-density housing
► This area is part of the Big Canyon Watershed - there is plenty of room for additional housing
► Remember buffer zones for the environment around Buck Gully
► Golf Course plus trail connectivity
► Build a “main street” concept



Received After Agenda Printed
July 8, 2025
Written Comments

# July 8, 2025, City Council Agenda Comments

The following comments on items on the Newport Beach City Council agenda are submitted by:
Jim Mosher ( jimmosher@yahoo.com ), 2210 Private Road, Newport Beach 92660 (949-548-6229)

## *Item 1. Minutes for the June 24, 2025 City Council Meeting*

The passages shown in *italics* below are from the draft minutes with suggested corrections shown in ***~~strikeout~~*** ***underline*** format. The page numbers refer to Volume 66.

**Page 339**, Item III: **The title "III. PUBLIC COMMENTS" is misplaced**.

The video shows Item III consisted solely of a reading of the notice regarding public comments by the Interim City Clerk, and seems to have been relocated in the agenda sequence by the Mayor. The clock visible on the wall confirms the reading took place after the Council returned at 4:30 p.m. from a brief recess and was not part of the earlier study session. **It occurred between Items "VI. ROLL CALL" and "VII. INVOCATION." and should be so indicated in the minutes, not at the location shown in the draft.**

The public comment listed under the "III. PUBLIC COMMENTS" heading in the draft was not in response to the Item III reading. It occurred before 4:30 p.m. and was part of study session Item SS2. **Moving the Item III heading (but not the comment) to its proper location later in the agenda will correct that error**.

**Page 339**, paragraph 2 from end (part of the misplaced comments described above), last sentence: "*He also noted, independent of his role on the General Plan Advisory Committee, that* ***~~there are additional materials linked~~*** *at the end of the AAM staff report* ***~~that are~~*** ***there is a link to a page with*** *very helpful* ***additional information****, including a link to a video of a symposium held in Palm Springs containing an in-depth discussion about AAM*."

[**comment**: I suspect the reason the staff report did not directly link to the additional materials, but, insteading, linked to a separate webpage ("newportbeachca.gov/AAM") containing links to the material is that, for reasons unknown to me, when staff reports (and comments such as this) get archived to the City's Laserfiche permanent storage system, the hyperlinks within them continue to display as hyperlinks, but become non-functional and (frustratingly) cannot be used unless the URL is spelled out in full for copying and pasting into a web browser. In the case of the AAM video, the URL is 81 characters long and likely could not have been displayed, in full, on a single line of the staff report.]

**Page 347**, last appointment item:

"*3. Interim City Clerk Perry read the ballot votes for the City Arts Commission as follows:*

*David Anastos – Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand*
*Rita Goldberg - Grant****, Kleiman, Weigand***
*Melissa Kandel - Barto, Blom, Grant,* ***~~Kleiman,~~*** *Stapleton, Weber, Weigand*
*Tiare Meegan - Barto, Blom, Kleiman, Stapleton, Weber****~~, Weigand~~***
*Laurel* ***~~Tipett~~*** ***Tippett*** *- Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand*

*Interim City Clerk Perry announced that David Anastos, Melissa Kandel, Tiare Meegan, and Laurel Tippett were appointed to the City Arts Commission*."

[**comment**: As of this writing, the ballots have not been copied to the meeting agenda's Laserfiche archive, but the votes shown in the draft minutes differ from those read at the meeting (as recorded in the video) as shown. In addition to correcting the misspelling of "Tippett" and the votes, it might be noted that the staff report indicated three of the City Arts Commission appointments were for terms ending in 2029 and one for a term ending in 2026.[1] Neither the Council nor the Clerk indicated which appointees were being appointed to which terms. The tradition seems to have been the appointee with the least votes gets the shortest term. In this case, that would be Tiare Meegan. However, since this was not discussed it is not clear that was the intent here.]

## *Item 4. Resolution No. 2025-41: Adopting a Memorandum of Understanding with the Newport Beach Professional and Technical Employees Association and Associated Salary Schedule*

It is a bit confusing since there may be more than one version of the Council agenda posted in more than one place, but it appears that as of July 7, the MOU being presented for approval on July 8 as Attachment A to Resolution No. 2025-41 and promised to be "available for viewing prior to the meeting" is not yet available for viewing.

This is particularly strange since a version of what purported to be the MOU was presented for review at the June 24 Council meeting. Is the present "Attachment A" any different from that? Why has it not been provided?

## *Item 5. Resolution No. 2025-42: Adopting a Memorandum of Understanding with the Newport Beach Police Management Association and the Associated Salary Schedule*

Unlike agenda Item 4, the MOU being presented for possible adoption is included in the packet.

What is peculiar about this one is that the document history on page 5-38 indicates the Mayor signed it on July 3, without the Council having acted on the item or having given the Mayor authority to sign.

---

[1] Retaining the ending dates of the board & commissioners' 4-year terms is important to ensuring a gradual replacement of position holders rather than a wholesale replacement in any one year. The original City Charter Section 702, approved by voters on June 8, 1954, required the original members of 5-member boards to arrange themselves into something like a 1-1-1-2 pattern of yearly appointment numbers, and 7-member boards into a 1-2-2-2 pattern. Apparently in connection with a measure to expand the Planning Commission to nine members,, this was changed less than a year later when, at the April 10, 1955, Municipal election, voters approved an amendment requiring at least 1 appointment each year, but allowing up to 3. When the seven-member City Arts Commission was created by a Charter amendment that was part of Proposition 1 at the April 9, 1974, election, the original members may have used that to organize their terms into a 1-1-2-3 annual appointment structure (an additional Charter amendment in 1992 gave the Council discretion to change the number of members of the Arts Commission – and only it – by ordinance or resolution, but it is unclear if that has ever been used).The massive Charter changes wrought by Measure EE in 2012 rewrote Section 702, vaguely leaving the appointment rotation structure of new boards and commissions completely to the discretion of the Council at the time of the initial appointments.

## *Item 6. Resolution No. 2025-43: Requesting a CalPERS Contract Amendment to Eliminate Section 20516(a) Cost Sharing for Citywide Miscellaneous Tier I Employees*

The staff report indicates that getting this amendment initiated "is a matter of great urgency" because of pending contract negotiations, but is less clear about the status of the cost sharing between now and when the amendment is completed, which it anticipates will be "at least a few months" away (and it says nothing about the amendment, if approved, being retroactive).

Who will be paying the cost sharing amounts between now and then if the contracts with the employee groups say one thing and the contract with CalPERS says something different? Or are the employee contracts being written in such a way that they will pay whatever the CalPERS contract says (in other words, make no change in cost sharing obligations until after a change to the CalPERS contract is completed)?

## *Item 7. Approval of a Professional Services Agreement with Arts Orange County to Manage Phase X of the Sculpture Exhibition in Civic Center Park*

The staff report implies the contractor will be working to a timeline set by the City Arts Commission.

Since the contract does not seem to have been posted in a machine-readable format, it is a little difficult for me to verify, but I don't think the expectation that the contractor will be working to an Arts Commission dictated timeline is part of the contract.

Another concern is with the agreement, in the Scope of Services on page 7-17, of the Community Input process by which applications for inclusion in the exhibition become part of the public survey determining the final selections. While there may be a need to reduce the entries to a manageable number for the public to evaluate, I believe that at one time the Commission's role in that was limited to eliminating entries that were unsuitable for objective reasons (such as use of materials not suitable for 2- or 3-year outdoor display). As has happened in recent years, Section 3.2 of the proposed Scope of Services appears to give the Commission unlimited authority to restrict the public survey to pieces that meet the Commission's tastes.

To avoid the public being given no real choice, shouldn't the contract set a minimum number of entries to be presented for consideration by the public?

## *Item 8. Irrigation Controller Replacement Phase 2 - Notice of Completion for Contract No. 9735-1 (25P02)*

This contract seems remarkable in that it was completed, according to this report, at the exact original contract price (not a penny more or less).

That contract, as approved as Item 5 at the March 25, 2025, meeting, included a 5% contingency, but did not allow extra compensation for unforeseen difficulties. Usually there are either cost savings found or change orders made, but apparently there were none here.

It also seems remarkable that the work was completed in 29 days when 120 were allowed.

## *Item 9. Tentative Memorandum of Understanding with Newport Beach Lifeguard Management Association (NBLMA)*

The effort to provide a redline of the proposed MOU for review prior to final action on it at a future meeting is commendable.

However, and while I may be confused due to possibly different versions of Council agenda posted at different locations, as of July 7, I have been unable to find the proposed MOU, but only a promise it "*will be available for viewing prior to the meeting*."

## *Item 14. General Plan Update Steering Committee (GPUSC) Bi-Monthly Update to the City Council*

As a member of GPAC, but commenting as a private citizen, I would observe, as must be obvious, that it has been more than two months since the last GPUSC "bi-monthly" update to the City Council. As the report alludes to, I suspect the delay may have been due, in part, to the Council's decision in January and February to terminate all the existing GPAC appointments and re-appoint 24 of them. I can say personally that this had a quite demoralizing effect and significantly, and unnecessarily, delayed the effort. It also resulted in the loss of two of the most highly engaged members.

Partially as a result of this, I believe the Council will ultimately be receiving a largely staff and consultant written General Plan, with relatively small pieces subjected to citizen review. Absent so far has been any real effort to compare the staff/consultant proposals to the current plan, highlighting what is new and what has been removed, and why. I hope that will be included when something eventually gets to the Council.

Speaking as a citizen who attended all but one of the workshops detailed in Attachment B, I would observe participation was considerably less "robust" than it may appear from the report. At the earlier workshops, the few unaffiliated citizens in attendance were far outnumbered by staff, consultants and GPAC members. And even counting better attendance at the final one, the fraction of the Newport Beach population providing input remains extremely small. Participation through the Newport, Together website also appears to have been minimal, suggesting most of the public may not even be aware of the update effort. It looks like no comments have been added through it since December, and very few before that.

## *Item 17. Fourth Amended and Restated Employment Agreement for City Manager*

This proposed Agreement, which was apparently developed in closed session, strikes me as fiscally irresponsible.

The City already has a contract for Grace Leung's services through December 30, 2026. That contract provides for no extra or continuing compensation in the event she voluntarily ceases to provide those services; that is, if she retires prior to its end, such as on December 30, 2025. While it is true the existing contract provides an extremely generous severance package should the Council involuntarily terminate Ms. Leung prior that Agreement's normal end, Council members have repeatedly praised her performance.

The present proposal allows Ms. Leung to leave at the end of 2025, yet be paid, in effect, through the end of calendar year 2026, without having to provide any services to the City during that final year of the current contract – a year in which City taxpayers will have to pay a different, and possibly higher-paid City Manager to provide the services that Ms. Leung will effectively be paid for but not providing.

Given the Council's public praise of Ms. Leung, I see no reason to alter the existing contract and put taxpayers to this extra expense. If Ms. Leung wishes to retire on December 26, that is her choice, but neither the Council, nor Newport Beach taxpayers, should be under any obligation to pay her anything extra for doing so.

Should the Council, alternatively, regard this as a retirement gift – a bonus for extraordinary service during her tenure here – I believe that would run afoul of the California Contsitution's Article XI, Section 10 prohibition against cities, including charter cities,[2] granting extra compensation for work contracted for and already performed. As we have been frequently reminded, California courts have carved out exceptions to this rule allowing retroactive adjustments during a time of contract negotiation, but that is not the circumstance here, since this does not seem in any way related to retaining or continuing service. Similarly, we have been reminded that charter cities are not *prohibited* from making gifts of public funds unless such a restriction is self-imposed in its charter. But not being *prohibited* in general does not mean they are *allowed* to make a gift expressly precluded by the Constitution.

Given all this, if the public praise was insincere, and the Council has found some reason it wants to terminate Ms. Leung, but cannot do so "for cause,"[3] then the staff report should clearly lay out the options available. Of particular interest would be how the cost to taxpayers of an involuntary separation on December 26, 2025 (or some earlier or later date), subject to the existing severance provisions, compares to the cost of the present proposal.

## *Item 18. Eighth Amended and Restated Employment Agreement for City Attorney*

It would have been helpful to provide a redline of the current agreement (contract C-7034-5) compared to this proposed one.

I also have trouble deducing from either the staff report or Attachment C how the annual cost of the proposed agreement compares to the cost expected under the existing agreement.

In view of the previous agenda item, the Council might wish to reconsider the extremely generous severance packages it is offering its employees. In the present case, the proposal will apparently roll back to 12 months the existing promise of 18 months severance, which roll-back, without the amendment, would not have happened until March 2026. However, one might wonder why even 12 months is being offered? It seems to significantly restrain the Council's ability to change employees even when it thinks a change would benefit the City.

---

[2] The otherwise plenary authority to set employee compensation granted to charter cities by Section 5 is expressly limited, in that section, by the other provisions of Article XI.

[3] Under the current Agreement, a "for cause" separation requires no additional compensation of any kind to be paid beyond the separation date.

**NEWPORT BEACH PLANNING COMMISSION AGENDA**
**CITY COUNCIL CHAMBERS – 100 CIVIC CENTER DRIVE**
**THURSDAY, JULY 3, 2025**
**REGULAR MEETING – 6:00 P.M.**

## I. CALL TO ORDER

## II. PLEDGE OF ALLEGIANCE

## III. ROLL CALL

## IV. ELECTION OF OFFICERS

### ITEM NO. 1 ELECTION OF OFFICERS

**Summary:**
The Planning Commission's adopted rules require the election of officers at its annual meeting, which occurs at the first meeting of July each year. Officers include the Chair, Vice Chair, and Secretary and they would serve for a one-year term.

Recommended Actions:

1. Find this action not subject to the California Environmental Quality Act (CEQA) pursuant to 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3;

2. Nominate Planning Commission officers consisting of Chair, Vice Chair, and Secretary; and

3. Appoint the officers by majority approval of a motion either individually or as one motion for all positions.

## V. PUBLIC COMMENTS

*Public comments are invited on non-agenda items generally considered to be within the subject matter jurisdiction of the Planning Commission. Speakers must limit comments to three (3) minutes. Before speaking, please state your name for the record and print your name on the blue forms provided at the podium.*

## VI. REQUEST FOR CONTINUANCES

## VII. CONSENT ITEMS

### ITEM NO. 2 MINUTES OF JUNE 19, 2025

**Recommended Action:** Approve and file

## VIII. PUBLIC HEARING ITEMS

*Speakers must limit comments to three (3) minutes on all items. Before speaking, please state your name for the record and print your name on the blue forms provided at the podium.*

*If in the future you wish to challenge in court any of the matters on this agenda for which a public hearing is to be conducted, you may be limited to raising only those issues, which you (or someone else) raised orally at the public hearing or in written correspondence received by the City at or before the hearing.*

### ITEM NO. 3 FORD ROAD TOWNHOMES (PA2025-0049)

**Site Location: The unaddressed property abutting 1650 Ford Road (APN 458-361-10) identified as Site ID No. 141 in the Housing Element Sites Inventory and 1650 Ford Road (APN 458-361-02)**

**Summary:**

A request to authorize the development of a for-sale residential townhome community with 27 units on an undeveloped and unaddressed property near the southeast corner of the MacArthur Boulevard and Bonita Canyon Drive intersection, northeast of the parking lot for the Bonita Canyon Sports Park and west of the AT&T facility. The proposed development includes a mix of two-, three, and four-bedroom units ranging from 1,916 to 2,989 square feet, each with an attached two-car garage. Units would be distributed within four detached, four-story buildings with a maximum structure height of 47 feet and 11 inches, above the established grade. The development will provide 13 visitor parking spaces and a variety of private resident-serving amenities. Offsite improvements include the installation of a gate restricting access to the neighboring AT&T property and the relocation of an existing wireless telecommunications monopole onto the neighboring AT&T property. Lastly, the project includes subdividing the project site and reconfiguring the lot line between the project site and the AT&T property. The following approvals are required:

- Major Site Development Review: Required for any project proposing five or more residential units with a tract map. The Major Site Development Review additionally allows for an increase in maximum structure height pursuant to Section 20.30.060 (Height Limits and Exceptions) of the Newport Beach Municipal Code (NBMC) and deviations from specific multi-unit objective design standards pursuant to Section 20.48.185 (Multi-Unit Objective Design Standards) of the NBMC.

- Vesting Tentative Tract Map: Requested to adjust the easterly property line between the project site and the AT&T property, to create individual parcels for conveyance purposes, and to allow for an airspace subdivision of the individual residential units for individual sale (i.e., for condominium purposes).

**Recommended Actions:**

1. Conduct a public hearing;

2. Find that this project is not subject to further environmental review pursuant to Section 21083.3 of the California Public Resources Code (PRC) and Section 15183 of the CEQA Guidelines because the Project is consistent with the previously certified Program Environmental Impact Report (SCH No. 2023060699): and

3. Adopt Resolution No. PC2025-012, approving the Major Site Development Review and Vesting Tentative Tract Map filed as PA2025-0049.

## IX. STAFF AND COMMISSIONER ITEMS

**ITEM NO. 4 MOTION FOR RECONSIDERATION**

**ITEM NO. 5 REPORT BY THE COMMUNITY DEVELOPMENT DIRECTOR OR REQUEST FOR MATTERS WHICH A PLANNING COMMISSION MEMBER WOULD LIKE PLACED ON A FUTURE AGENDA**

**ITEM NO. 6 REQUESTS FOR EXCUSED ABSENCES**

## X. ADJOURNMENT

CITY OF

# NEWPORT BEACH

## City Council Staff Report

July 8, 2025
Agenda Item No. 15

| | |
|---|---|
| **TO:** | HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL |
| **FROM:** | Seimone Jurjis, Assistant City Manager/Community Development Director - 949-644-3232, sjurjis@newportbeachca.gov |
| **PREPARED BY:** | Jaime Murillo, Deputy Community Development Director, jmurillo@newportbeachca.gov |
| **PHONE:** | 949-644-3209 |
| **TITLE:** | Planning Commission Agenda Report for July 3, 2025 |

**ELECTION OF OFFICERS**

**ITEM NO. 1** **ELECTION OF OFFICERS**

**SUMMARY:** Election of Chair, Vice Chair, and Secretary to serve for one year.

The Planning Commission unanimously voted to continue the election of officers to the meeting of July 17, 2025.

**CONSENT ITEMS:**

**ITEM NO. 2** **MINUTES OF JUNE 19, 2025**

**SUMMARY:** Draft minutes from the June 19, 2025, meeting of the Planning Commission.

The Planning Commission approved the minutes, with edits, by the following vote:

| | |
|---|---|
| AYES: | Ellmore, Harris, Langford, Rosene and Salene |
| NOES: | None |
| ABSENT: | None |
| ABSTAIN: | Gazzano |

**ACTION:** Approved as amended

**PUBLIC HEARING ITEMS:**

**ITEM NO. 3** **FORD ROAD TOWNHOMES (PA2025-0049)**
**Site Location: The unaddressed property abutting 1650 Ford Road (APN 458-361-10) identified as Site ID No. 141 in the Housing Element Sites Inventory and 1650 Ford Road (APN 458-361-02)**

**SUMMARY:** A request to authorize the development of a for-sale residential townhome community with 27 units on an undeveloped and unaddressed property near the southeast corner of the MacArthur Boulevard and Bonita Canyon Drive intersection, northeast of the parking lot for the Bonita Canyon Sports Park and west of the AT&T facility. The proposed development includes a mix of two-, three, and four-bedroom units ranging from 1,916 to 2,989 square feet, each with an attached two-car garage. Units would be distributed within four detached, four-story buildings with a maximum structure height of 47 feet and 11 inches, above the established grade. The development will provide 13 visitor parking spaces and a variety of private resident-serving amenities. Offsite improvements include the installation of a gate restricting access to the neighboring AT&T property and the relocation of an existing wireless telecommunications monopole onto the neighboring AT&T property. Lastly, the project includes subdividing the project site and reconfiguring the lot line between the project site and the AT&T property. The following approvals are required:

- Major Site Development Review: Required for any project proposing five or more residential units with a tract map. The Major Site Development Review additionally allows for an increase in maximum structure height pursuant to Section 20.30.060 (Height Limits and Exceptions) of the Newport Beach Municipal Code (NBMC) and deviations from specific multi-unit objective design standards pursuant to Section 20.48.185 (Multi-Unit Objective Design Standards) of the NBMC.

- Vesting Tentative Tract Map: Requested to adjust the easterly property line between the project site and the AT&T property, to create individual parcels for conveyance purposes, and to allow for an airspace subdivision of the individual residential units for individual sale (i.e., for condominium purposes).

The Planning Commission conducted a public hearing, considered public input, and approved the project with amendments by the following vote:

| | |
|---|---|
| AYES: | Ellmore, Gazzano, Langford, Reed, Rosene, and Salene |
| NOES: | None |
| ABSENT: | Harris |
| RECUSED: | None |

**ACTION:** Approved as amended

# City of Newport Beach

Tentative Agenda Report - 06/29/2025 to 10/02/2025

| | Project title | Activity | Address | Plan # | Staff Assigned | Status | District |
|---|---|---|---|---|---|---|---|
| **July 02, 2025 - GPAC Meeting** | | | | | | | |
| **July 03, 2025 - Planning Commission Meeting** | | | | | | | |
| **1** | Ford Road Townhomes | Public Hearing | 1650 FORD RD | PA2025-0049 | Jerry Arregui | MORE INFO | District 5 |
| **July 08, 2025 - City Council Meeting** | | | | | | | |
| **1** | General Plan Update | Consent - GPUSC Bi-Monthly Update | 1 CITYWIDE PROJECT | PA2022-080 | Benjamin Zdeba | MORE INFO | Citywide |
| **2** | Professional Services Agreements | Consent - Building Related Services | 1 CITYWIDE PROJECT | PA2024-0225 | Tonee Thai | MORE INFO | District 5 |
| **July 10, 2025 - Coastal Commission Hearing** | | | | | | | |
| **1** | Special Flood Hazard Area (VE) Overlay | LCP Amendment | 1 CITYWIDE PROJECT | PA2018-075 | Liz Westmoreland | MORE INFO | District 1 |

The tentative schedule is a tool to assist the preparation of future agendas. It does not provide a complete description of projects and it does not list all projects currently under review that could be scheduled. The tentative schedule changes without notice.

# City of Newport Beach

Tentative Agenda Report - 06/29/2025 to 10/02/2025

| | Project title | Activity | Address | Plan # | Staff Assigned | Status | District |
|---|---|---|---|---|---|---|---|
| **July 10, 2025 - Zoning Administrator Meeting** | | | | | | | |
| 1 | 122 Holdings LLC Residential Condominiums | Public Hearing | 122 29TH ST | PA2025-0094 | Cameron Younger | MORE INFO | District 1 |
| 2 | 510 35th Street Residentia Condominiums | Public Hearing | 510 35TH ST | PA2025-0095 | Cameron Younger | MORE INFO | District 1 |
| 3 | SKINIC Minor Use Permit | Public Hearing | 3838 COAST HWY E | PA2024-0239 | Oscar Orozco | MORE INFO | District 6 |
| 4 | Uptown Newport-TowerJazz Parce Map | Public Hearing | 4321 JAMBOREE RD | PA2025-0110 | Rosalinh Ung | MORE INFO | District 3 |
| **July 17, 2025 - ALUC Meeting** | | | | | | | |
| 1 | Snug Harbor Surf Park | Consistency Determination | 3100 IRVINE AVE | PA2024-0069 | Joselyn Perez | MORE INFO | District 3 |
| **July 17, 2025 - Planning Commission Meeting** | | | | | | | |
| 1 | Accessory Dwelling Unit Municipal Code Update | Public Hearing | 100 CIVIC CENTER DR | PA2025-0093 | Oscar Orozco | MORE INFO | District 5 |
| 2 | Coyote Canyon Landfill-Gas-to-Energy Facility | Public Hearing to approve CUP and Adopt IS/MND | 20662 NEWPORT COAST DR | PA2022-063 | Joselyn Perez | MORE INFO | District 7 |
| 3 | Tracy Residence Variance | Public Hearing | 1020 WHITE SAILS WAY | PA2023-0200 | Jenny Tran | MORE INFO | District 6 |

The tentative schedule is a tool to assist the preparation of future agendas. It does not provide a complete description of projects and it does not list all projects currently under review that could be scheduled. The tentative schedule changes without notice.

# City of Newport Beach

Tentative Agenda Report - 06/29/2025 to 10/02/2025

| | Project title | Activity | Address | Plan # | Staff Assigned | Status | District |
|---|---|---|---|---|---|---|---|
| **July 22, 2025 - City Council Meeting** | | | | | | | |
| 1 | CDBG | Public Hearing CDBG Action Plan | 1 CITYWIDE PROJECT | RP2024-0007 | Lauren Wooding | | District 5 |
| 2 | Commercial Parking Requirements | Consent - Title 21 Ordinance w/o Suggested Mods | 1 CITYWIDE PROJECT | PA2021-104 | Benjamin Zdeba | MORE INFO | Citywide |
| 3 | Grand Jury Responses-Short Term Rentals | Consent | 100 CIVIC CENTER DR | PA2025-0107 | Jaime Murillo | MORE INFO | District 5 |
| 4 | Lease Amendment for San Pedro Bait Barge | Consent | 1 CITYWIDE PROJECT | RP2025-0003 | Lauren Wooding | | District 5 |
| 5 | Municipal Code Clean Up | Public Hearing - Title 21 Ordinance w/ Suggested Mods | 1 CITYWIDE PROJECT | PA2022-0219 | Jaime Murillo | MORE INFO | |
| 6 | Short-Term Lodging Amendment | Public Hearing - Title 21 Ordinance w/ Suggested Mods | 1 CITYWIDE PROJECT | PA2023-0116 | Jaime Murillo | MORE INFO | |
| 7 | Tennis and Pickleball Club of Newport Beach | Public Hearing - Title 21 Ordinance w/ Suggested Mods | 1602 COAST HWY | PA2021-260 | David Lee | MORE INFO | Citywide |
| **July 24, 2025 - Zoning Administrator Meeting** | | | | | | | |
| 1 | Lobel Residence CDP | Public Hearing | 1212 OCEAN FRONT W | PA2024-0103 | Daniel Kopshever | MORE INFO | District 1 |
| 2 | Russell Residence Lot Line Adjustment | Public Hearing | 3200 BREAKERS DR | PA2025-0036 | Daniel Kopshever | MORE INFO | District 6 |

The tentative schedule is a tool to assist the preparation of future agendas. It does not provide a complete description of projects and it does not list all projects currently under review that could be scheduled. The tentative schedule changes without notice.

# City of Newport Beach

Tentative Agenda Report - 06/29/2025 to 10/02/2025

| | Project title | Activity | Address | Plan # | Staff Assigned | Status | District |
|---|---|---|---|---|---|---|---|
| **August 07, 2025 - Planning Commission Meeting** | | | | | | | |
| 1 | Zenk Residence CDP & Variance | Public Hearing | 2830 BAYVIEW DR | PA2024-0057 | Jerry Arregui | MORE INFO | District 6 |
| **August 14, 2025 - Zoning Administrator Meeting** | | | | | | | |
| 1 | Doan Condominiums | Public Hearing | 605 CARNATION AVE | PA2025-0100 | Daniel Kopshever | MORE INFO | District 6 |
| **August 21, 2025 - Planning Commission Meeting** | | | | | | | |
| 1 | Snug Harbor Surf Park | | 3100 IRVINE AVE | PA2024-0069 | Joselyn Perez | MORE INFO | District 3 |
| **August 26, 2025 - City Council Meeting** | | | | | | | |
| 1 | Accessory Dwelling Unit Municipal Code Update | Public Hearing | 100 CIVIC CENTER DR | PA2025-0093 | Oscar Orozco | MORE INFO | District 5 |
| 2 | Municipal Code Clean Up | Consent - Second Reading of Ordinance (Title 21) | 1 CITYWIDE PROJECT | PA2022-0219 | Jaime Murillo | MORE INFO | |
| 3 | Short-Term Lodging Amendment | Consent - Second Reading of Ordinance (Title 21) | 1 CITYWIDE PROJECT | PA2023-0116 | Jaime Murillo | MORE INFO | |
| 4 | Tennis and Pickleball Club of Newport Beach | Consent - Second Reading of Ordinance (Title 21) | 1602 COAST HWY | PA2021-260 | David Lee | MORE INFO | Citywide |

The tentative schedule is a tool to assist the preparation of future agendas. It does not provide a complete description of projects and it does not list all projects currently under review that could be scheduled. The tentative schedule changes without notice.

# City of Newport Beach

Tentative Agenda Report - 06/29/2025 to 10/02/2025

| | Project title | Activity | Address | Plan # | Staff Assigned | Status | District |
|---|---|---|---|---|---|---|---|
| **August 28, 2025 - Zoning Administrator Meeting** | | | | | | | |
| **September 09, 2025 - City Council Meeting** | | | | | | | |
| **September 11, 2025 - Zoning Administrator Meeting** | | | | | | | |
| **September 18, 2025 - Planning Commission Meeting** | | | | | | | |
| **September 23, 2025 - City Council Meeting** | | | | | | | |
| 1 | Accessory Dwelling Unit Municipal Code Update | Consent - Second Reading of Ordinance | 100 CIVIC CENTER DR | PA2025-0093 | Oscar Orozco | MORE INFO | District 5 |
| **September 25, 2025 - Zoning Administrator Meeting** | | | | | | | |
| **Director or ZA Level Actions** | | | | | | | |
| 1 | Staff Approval for Fire Station No.1 & Library | Administrative Action. Staff Approval in substantial conformance. Revised landscape plans | 100 BALBOA BLVD E, LIB | PA2025-0130 | Laura Rodriguez | MORE INFO | District 1 |

The tentative schedule is a tool to assist the preparation of future agendas. It does not provide a complete description of projects and it does not list all projects currently under review that could be scheduled. The tentative schedule changes without notice.

# City of Newport Beach

Tentative Agenda Report - 06/29/2025 to 10/02/2025

| | Project title | Activity | Address | Plan # | Staff Assigned | Status | District |
|---|---|---|---|---|---|---|---|
| **Hearing Date to be Determined** | | | | | | | |
| 1 | MacArthur Court Apartments | Public Hearing | 4665 MACARTHUR CT | PA2025-0090 | Jenny Tran | MORE INFO | District 3 |
| 2 | Parkhouse Residences Fee Credit | Administrative Action. Director Approval | 4251 UPTOWN NEWPORT DR | PA2024-0229 | Rosalinh Ung | MORE INFO | District 3 |
| 3 | Saunders Self Storage | | 3848 CAMPUS DR | PA2023-0145 | Liz Westmoreland | MORE INFO | District 3 |
| 4 | Snow Residence Condominiums TPM/CDP/Conversion | | 400 40TH ST | PA2023-0147 | Jerry Arregui | MORE INFO | District 1 |
| 5 | Uptown Newport DA 3 Amendment - Jazz Extension | Public Hearing- 1st Reading | 4321 JAMBOREE RD | PA2025-0010 | Rosalinh Ung | MORE INFO | District 3 |
| **Pending Coastal Commission** | | | | | | | |
| 1 | City Library/Fire Station 1 CDP | | 100 BALBOA BLVD E, LIB | PA2024-0140 | Laura Rodriguez | MORE INFO | District 1 |
| 2 | Coastal Act 30613 CDP Jurisdiction Change | City Project | 1 CITYWIDE PROJECT | PA2022-111 | Jaime Murillo | MORE INFO | Citywide |
| 3 | Housing Element Implementation Program Amendments | LCP Amendment | 1 CITYWIDE PROJECT | PA2022-0245 | Benjamin Zdeba | MORE INFO | District 5 |

The tentative schedule is a tool to assist the preparation of future agendas. It does not provide a complete description of projects and it does not list all projects currently under review that could be scheduled. The tentative schedule changes without notice.

# City of Newport Beach

Tentative Agenda Report - 06/29/2025 to 10/02/2025

## Planner Contact Information

| Name & Title | Phone | Email |
|---|---|---|
| Benjamin Zdeba, Planning Manager | 949-644-3253 | bzdeba@newportbeachca.gov |
| Cameron Younger, Planning Technician | 949-644-3237 | cyounger@newportbeachca.gov |
| Dan Campagnolo, Systems and Administration Manager | 949-644-3231 | dcampagnolo@newportbeachca.gov |
| Daniel Kopshever, Assistant Planner | 949-644-3235 | dkopshever@newportbeachca.gov |
| David Blumenthal, Contract Planner | | dblumenthal@newportbeachca.gov |
| David Lee, Senior Planner | 949-644-3225 | dlee@newportbeachca.gov |
| Jaime Murillo, Deputy CDD Director | 949-644-3209 | jmurillo@newportbeachca.gov |
| James Miclat, Planning Technician | 949-644-3227 | jmiclat@newportbeachca.gov |
| James Sommers, City Traffic Engineer | 949-644-3326 | bsommers@newportbeachca.gov |
| Jenny Tran, Associate Planner | 949-644-3212 | jtran@newportbeachca.gov |
| Jerry Arregui, Assistant Planner | 949-644-3249 | jarregui@newportbeachca.gov |
| Joselyn Perez, Planner, Senior | 949-644-3312 | jperez@newportbeachca.gov |
| Kyle Benalcazar, Planning Technician | 949-644-3227 | kbenalcazar@newportbeachca.gov |
| Laura Rodriguez, Assistant Planner | 949-644-3216 | lrodriguez@newportbeachca.gov |
| Lauren Wooding, Real Property Administrator | 949-644-3236 | lwooding@newportbeachca.gov |
| Liz Westmoreland, Principle Planner | 949-644-3234 | lwestmoreland@newportbeachca.gov |
| Melinda Whelan, Assistant Planner | 949-644-3221 | mwhelan@newportbeachca.gov |
| Oscar Orozco, Associate Planner | 949-644-3219 | oorozco@newportbeachca.gov |
| Rosalinh Ung, Principal Planner (PT) | 949-644-3208 | rung@newportbeachca.gov |
| Seimone Jurjis, Assistant ACM/CDD Director | 949-644-3282 | sjurjis@newportbeachca.gov |
| Tonee Thai, Deputy CDD Director & Building Official | 949-718-1867 | tthai@newportbeachca.gov |

CITY OF

# NEWPORT BEACH

## City Council Staff Report

July 8, 2025
Agenda Item No. 16

| | |
|---|---|
| **TO:** | HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL |
| **FROM:** | Jeff Boyles, Fire Chief - 949-644-3101, jboyles@nbfd.net |
| **PREPARED BY:** | James Gillespie, Fire Marshal - (949) 644-3354, jgillespie@nbfd.net |
| **TITLE:** | Ordinance No. 2025-11: Amending Section 9.04.470 (Local Agency Very High Fire Hazard Severity Zone) To Adopt the 2025 Moderate, High, and Very High Fire Hazard Severity Zones, As Designated By The California Department of Forestry and Fire Protection and Pursuant to California Government Code Section 51178 |


**ABSTRACT:**

The California Department of Forestry and Fire Protection (CAL FIRE) recently completed its 2025 Fire Hazard Severity Zone map update. This map update includes expanded Local Responsibility Area designations across 4.6 million Southern California acres. Assembly Bill 211 (2022) mandates the local adoption of the State Fire Marshal's Moderate and High designations within 120 days. The City of Newport Beach must adopt these zones by ordinance by July 22, 2025.


**RECOMMENDATIONS:**

a) Conduct a public hearing;

b) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

c) Waive full reading, direct the City Clerk to read by title only, introduce Ordinance No. 2025-11, *An Ordinance of the City Council of the City of Newport Beach, California, Amending Section 9.04.470 (Local Agency Very High Fire Hazard Severity Zone) To Adopt the 2025 Moderate, High, and Very High Fire Hazard Severity Zones, As Designated By The California Department of Forestry And Fire Protection And Pursuant to California Government Code Section 51178*; and pass to a second reading on July 22, 2025.

**DISCUSSION:**

**Background**

Government Code Section 51175(a) recognizes that wildfires are extremely costly to both residents and local agencies, and that embers can ignite structures beyond the active wildfire area. Because the spread or movement of a fire can cross jurisdictional

boundaries, coordinated action across all levels of government is essential to preserve public peace, health and safety.

In response to the 1991 Oakland Hills fire, Assembly Bill 337 (1992) directed CAL FIRE to evaluate and identify Very High Fire Hazard Severity Zones (VHFHSZ) within Local Responsibility Areas (LRAs) and required that this information be shared with local jurisdictions. CAL FIRE, through the Office of the State Fire Marshal (OSFM), develops and maintains Fire Hazard Severity Zone (FHSZ) maps under the authority of Government Code Sections 51175–51189.

These maps help local agencies identify elevated wildfire risk areas and apply appropriate land use, mitigation and construction standards. CAL FIRE uses advanced fire modeling techniques that incorporate a 30- to 50-year hazard horizon based on historical wildfire data, ember transport potential, vegetation fuel loads, and long-term drought conditions. Unlike weather-based risk assessments, these maps provide a consistent, science-driven evaluation of hazard potential.

Assembly Bill 642 (2021) expanded CAL FIRE's mandate to include identification of Moderate and High Fire Hazard Severity Zones (MFHSZ and HFHSZ) within LRAs. Senate Bill 63 (2021) further required local governments to adopt all three classifications—Moderate, High, and Very High—into their local planning, zoning and building regulations. Previously, only Very High zones were required to be designated at the local level.

Assembly Bill 211 (2022) further reinforces state-local coordination by requiring jurisdictions to adopt the State fire marshal's Moderate and High FHSZ designations within 120 days of their release. While local governments may expand the designated zones based on unique local conditions, they are not permitted to reduce the severity classifications set by the State fire marshal.

**2025 CAL FIRE Map Update**

CAL FIRE's 2025 update to the LRA FHSZ maps, released on March 24, 2025, significantly expands upon the previous 2011 version, which only identified "Very High" zones. The new maps classify approximately 4.6 million acres in Southern California into Moderate, High and Very High zones. For the City of Newport Beach, the 2011 maps included 2,825 parcels in VHFHSZ. Under the 2025 update, 831 parcels are now in the Moderate zone, 1,160 in the High zone, and 4,247 in the Very High zone.

Properties located within HFHSZ and VHFHSZ are subject to wildfire-resistant construction standards under California Building Code Chapter 7A. These include requirements such as ember-resistant venting, ignition-resistant materials, and multi-pane windows for new construction and major renovations. Additionally, Assembly Bill 38 (2019) mandates that property sellers in VHFHSZs complete a defensible space

inspection and provide documentation of compliance with home-hardening standards before closing escrow.

Homeowners in VHFHSZ must also meet defensible space requirements established by Government Code Section 51182 and may soon be subject to additional standards under Assembly Bill 3074 (2020). AB 3074 introduces an “Ember-Resistant Zone” (Zone 0), defined as the area within five feet of any structure, which must be cleared of combustible materials including decorative items, landscape vegetation, and potted plants. The Board of Forestry is expected to finalize Zone 0 regulations by December 31, 2025, pursuant to Governor Newsom’s Executive Order N-18-25.

In compliance with Government Code Section 51178.5 and Senate Bill 63, the City made the updated FHSZ map available to the public on March 25, 2025, for comment and review. All materials, including maps, were presented in a format that was clear and accessible.

The Newport Beach Fire Department also hosted two public outreach events to present the maps and explain the implications to the community. The first meeting was held on Monday, May 19 at the Newport Beach Civic Center. The second meeting took place on Wednesday, June 12 at the OASIS Senior Center. The May 19 meeting was recorded and made available on the City’s website and social media channels.

The 2025 Fire Hazard Severity Zone Maps must be adopted within 120 days of their release on March 24, 2025. Adoption of this ordinance ensures compliance with State law, preserves eligibility for related State funding, supports efficient building permit processing, and enables clear communication with property owners regarding fire safety requirements.

**FISCAL IMPACT:**

There is no fiscal impact related to this item.

**ENVIRONMENTAL REVIEW:**

Staff recommends the City Council find this action 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, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**NOTICING:**

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

**ATTACHMENTS:**

Attachment A – Local Responsibility Area Fire Hazard Severity Zone Map
Attachment B – Ordinance No. 2025-11

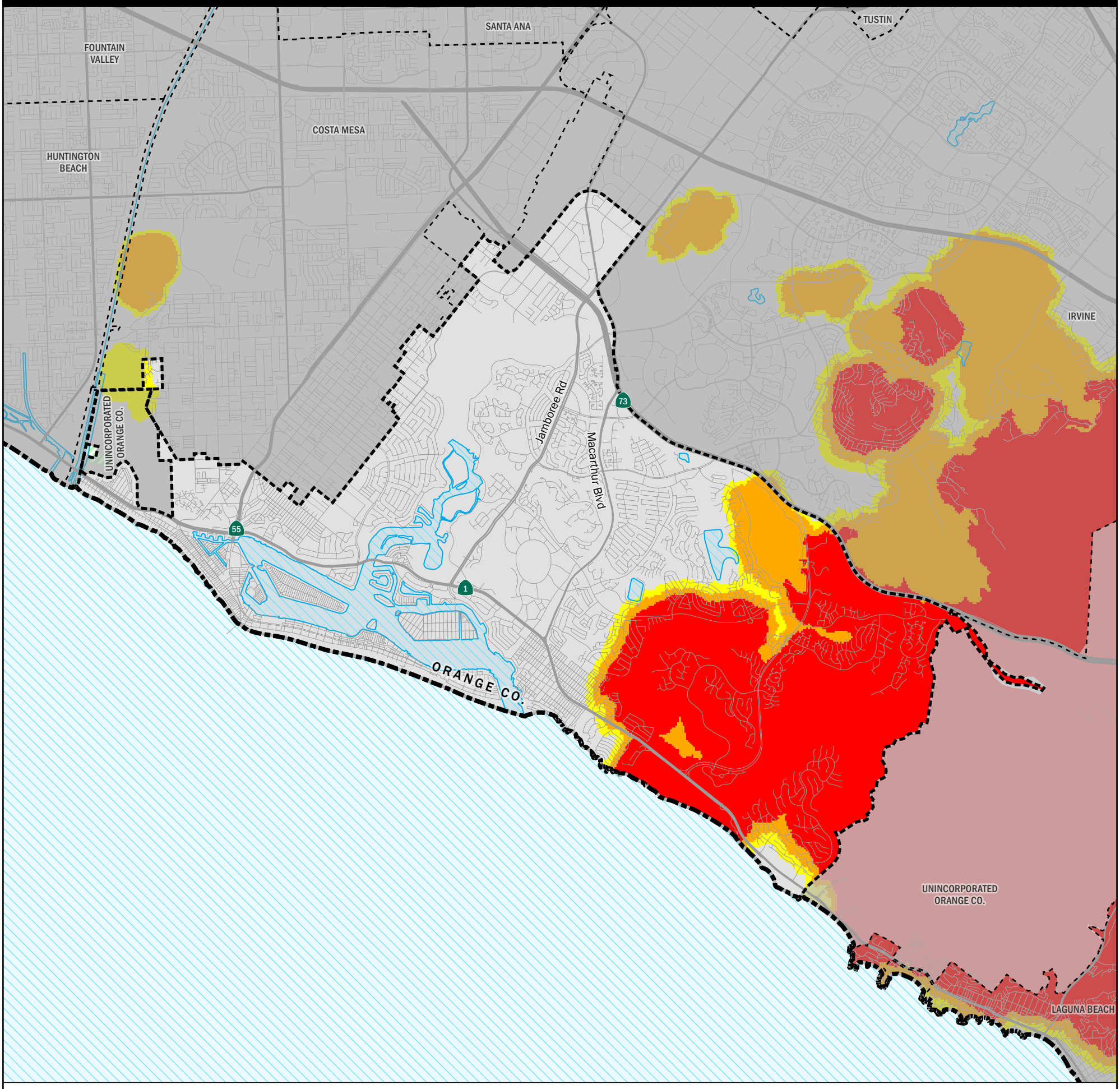
ATTACHMENT A

CITY OF NEWPORT BEACH – ORANGE COUNTY

# Local Responsibility Area Fire Hazard Severity Zones

As Identified by the State Fire Marshal

March 24, 2025







**Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal**

Very High  High  Moderate

**Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024**

Very High  High  Moderate

Mi 0 1 2 3

Km 0 1 2 3 4 5

Projection: NAD 83 California Teale Albers
Scale: 1:71,000 at 11" x 17"

Incorporated City  Waterbody

Unzoned LRA  Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California

Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency

Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection

Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:

CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)

CAL FIRE State Responsibility Areas (SRA25_1)

City and County boundaries as of 10/22/24 (CA Board of Equalization)

# ORDINANCE NO. 2025-11

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AMENDING SECTION 9.04.470 (LOCAL AGENCY VERY HIGH FIRE HAZARD SEVERITY ZONE) TO ADOPT THE 2025 MODERATE, HIGH, AND VERY HIGH FIRE HAZARD SEVERITY ZONES, AS DESIGNATED BY THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION AND PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 51178

**WHEREAS**, Section 200 of the City Charter, of the City of Newport Beach ("City"), vests the City Council with the authority to make and enforce all laws, rules and regulations with respect to municipal affairs subject only to the restrictions and limitations contained in the City Charter and the State Constitution, and the power to exercise, or act pursuant to any and all rights, powers, and privileges or procedures granted or prescribed by any law of the State of California;

**WHEREAS**, pursuant to Health & Safety Code Sections 17922 and 18935, the State of California Building Standards Commission ("BSC") bi-annually approves the adoption of new model codes relating to design and construction, for the protection of life and property;

**WHEREAS**, on November 15, 2022, the City Council of the City of Newport Beach ("City Council") adopted Ordinance No. 2022-27, the 2022 Edition of the California Fire Code ("CFC") with local amendments including the Local Agency Very High Fire Hazard Severity Zone Map specific to Newport Beach;

**WHEREAS**, Senate Bill 63 amended California Government Code Section 51178 to require local agencies to designate Moderate and High Fire Hazard Severity Zones in addition to Very High Fire designations within Local Responsibility Areas;

**WHEREAS**, on March 24, 2025, the California Department of Forestry and Fire Protection ("CAL FIRE"), through the Office of the State Fire Marshal, published a revised Fire Hazard Severity Zone map, a copy of which is attached hereto as Attachment A and incorporated herein by this reference, designating areas as Moderate, High or Very High, pursuant to California Government Code Section 51178;

**WHEREAS**, the map designates areas within Newport Beach as Moderate, High, or Very High Fire Hazard Severity Zones based on a science-based, field-tested model that assigns hazard scores using factors that influence wildfire likelihood and behavior,

including fuel loading, slope, fire weather, natural vegetation, ember transport, terrain features, and historical fire activity;

**WHEREAS**, Government Code Section 51179(b)(3) prohibits local agencies from decreasing the level of Fire Hazard Severity Zone as identified by the State Fire Marshal, and the City's review has determined that no additional areas, beyond those identified by CAL FIRE, require increased hazard designations;

**WHEREAS**, the City has made the proposed Fire Hazard Severity Zone map available for public review and comment as required by California Government Code Section 51178.5, and the Newport Beach Fire Department hosted two public outreach events to present the map and explain its implications;

**WHEREAS**, the City reviewed the CAL FIRE recommendations and public comments to determine that adoption of the 2025 Fire Hazard Severity Zones is necessary and appropriate for public safety and wildfire mitigation; and

**WHEREAS**, a public hearing was held by the City Council on July 8, 2025, in the Council Chambers at 100 Civic Center Drive, Newport Beach. A notice of the time, place, and purpose of the hearing was given in accordance with Government Code Section 54950 *et seq.* ("Ralph M. Brown Act") and Section 51175 *et seq.* Evidence, both written and oral, was presented to and considered by, the City Council at this hearing.

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

**Section 1:** The table of contents of Chapter 9.04 (Fire Code) of the Newport Beach Municipal Code is hereby amended to read as follows:

**Chapter 9.04**
**FIRE CODE**

Sections:

9.04.010 Adoption of the 2022 California Fire Code.
9.04.020 Amendment of Section 109.6 Overcrowding.
9.04.030 Amendment of Section 112.4 Violation Penalties.
9.04.040 Amendment of Section 113.4 Failure to Comply.
9.04.050 Amendment to Section 202 Definitions.

9.04.060 Amendment to Section 305 Ignition Sources.
9.04.070 Amendments to Section 307.4.2 Recreational Fires.
9.04.080 Amendments to Section 308.1.1 Fireplace.
9.04.090 Amendments to Section 308.1.6.3 Sky Lanterns.
9.04.100 Addition of Section 324 Geological Surveys.
9.04.110 Amendments to Section 503.2.1 Dimensions.
9.04.120 Amendments to Section 503.2.4 Turning Radius.
9.04.130 Amendments to Section 503.2.5 Dead Ends.
9.04.140 Amendments to Section 503.2.7 Grade.
9.04.150 Amendments to Section 503.4.1 Traffic Calming Devices.
9.04.160 Amendments to Section 503.6 Security Gates.
9.04.170 Amendments to Section 505.1.1 Premises Identification.
9.04.180 Amendments to Section 506 Key Box Contents.
9.04.190 Amendments to Section 510.1 Emergency Responder Radio Coverage in New Buildings.
9.04.200 Deletion of Section 510.2 Emergency Responder Radio Coverage in Existing Buildings.
9.04.210 Amendments to Section 510.4.2.2 Technical Criteria.
9.04.220 Amendments to Section 510.5.2 Approval Prior to Installation.
9.04.230 Amendments to Section 510.5.3 Minimum Qualifications of Personnel.
9.04.240 Amendments to Section 510.5.4 Acceptance Test Procedure.
9.04.250 Amendments to Section 510.6.1 Testing and Proof of Compliance.
9.04.260 Addition of Section 511.1 Building Information.
9.04.270 Amendments to Section 903.2 Where Required.
9.04.280 Amendments to Section 903.2.8 Group R.
9.04.290 Amendments to Section 903.3 Installation Requirements.
9.04.300 Amendments to Section 907.1 General.
9.04.310 Amendments and Additions to Section 912.1 Fire Department Connections.
9.04.320 Amendments to Section 912.2 Location.
9.04.330 Amendments to Section 1203.1.1 Stationary Generators.
9.04.340 Amendments to Section 3602 Definitions.
9.04.350 Amendments to Section 3603.6 Berthing and Storage.
9.04.360 Amendments to Section 3604.1 General.
9.04.370 Amendments to Section 3604.2 Standpipes.
9.04.380 Amendment to Section 4905.2 Construction Methods and Requirements Within Established Limits.
9.04.385 Amendment to Section 4906.4.2 Trees.
9.04.386 Amendment to Section 4907.3 Defensible Space Requirements.

9.04.390 Amendments to Section 5003.12 Outdoor Control Areas.
9.04.400 Amendments to Section 5004.1 Scope.
9.04.410 Amendments to Section 5601.1.2 Explosive Materials Terminals.
9.04.420 Amendments to Section 5601.1.3 Fireworks.
9.04.430 Amendments to Section 5601.2.2 Sale and Retail Display.
9.04.440 Amendments to Section 5704.2.11.1 Underground Tanks.
9.04.450 Amendments to Section 5706.4 Bulk Plants or Terminals.
9.04.460 Amendments to Appendix B Fire-Flow Requirements for Buildings.
9.04.470 Fire Hazard Severity Zones.

**Section 2:** Section 9.04.470 is amended and shall read as follows:

**9.04.470 Fire Hazard Severity Zones.**

The City Council designates those areas identified on the map attached to the ordinance codified in this section, which is on file with the City Clerk and available electronically on the City website, as Fire Hazard Severity Zones which include Moderate, High and Very High Fire Hazard Severity Zones.

**Section 3:** The recitals provided in this ordinance are true and correct and are incorporated into the substantive portion of this ordinance.

**Section 4:** If any section, subsection, sentence, clause or phrase of this ordinance 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 ordinance. The City Council hereby declares that it would have passed this ordinance 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 5:** The City Council finds the introduction and adoption of this ordinance 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 6:** Except as expressly modified in this ordinance, all other sections, subsections, terms, clauses and phrases set forth in the Newport Beach Municipal Code shall remain unchanged and shall be in full force and effect.

**Section 7:** The Mayor shall sign and the City Clerk shall attest to the passage of this ordinance. The City Clerk shall cause the ordinance, or a summary thereof, to be published pursuant to City Charter Section 414. This ordinance shall be effective thirty (30) calendar days after its adoption.

This ordinance was introduced at a regular meeting of the City Council of the City of Newport Beach held on the 8th day of July, 2025, and adopted on the 22nd day of July, 2025, by the following vote, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

_____
Joe Stapleton,
Mayor

**ATTEST:**

_____
Molly Perry,
Interim City Clerk

**APPROVED AS TO FORM:**
CITY ATTORNEY'S OFFICE

_____
Aaron C. Harp,
City Attorney

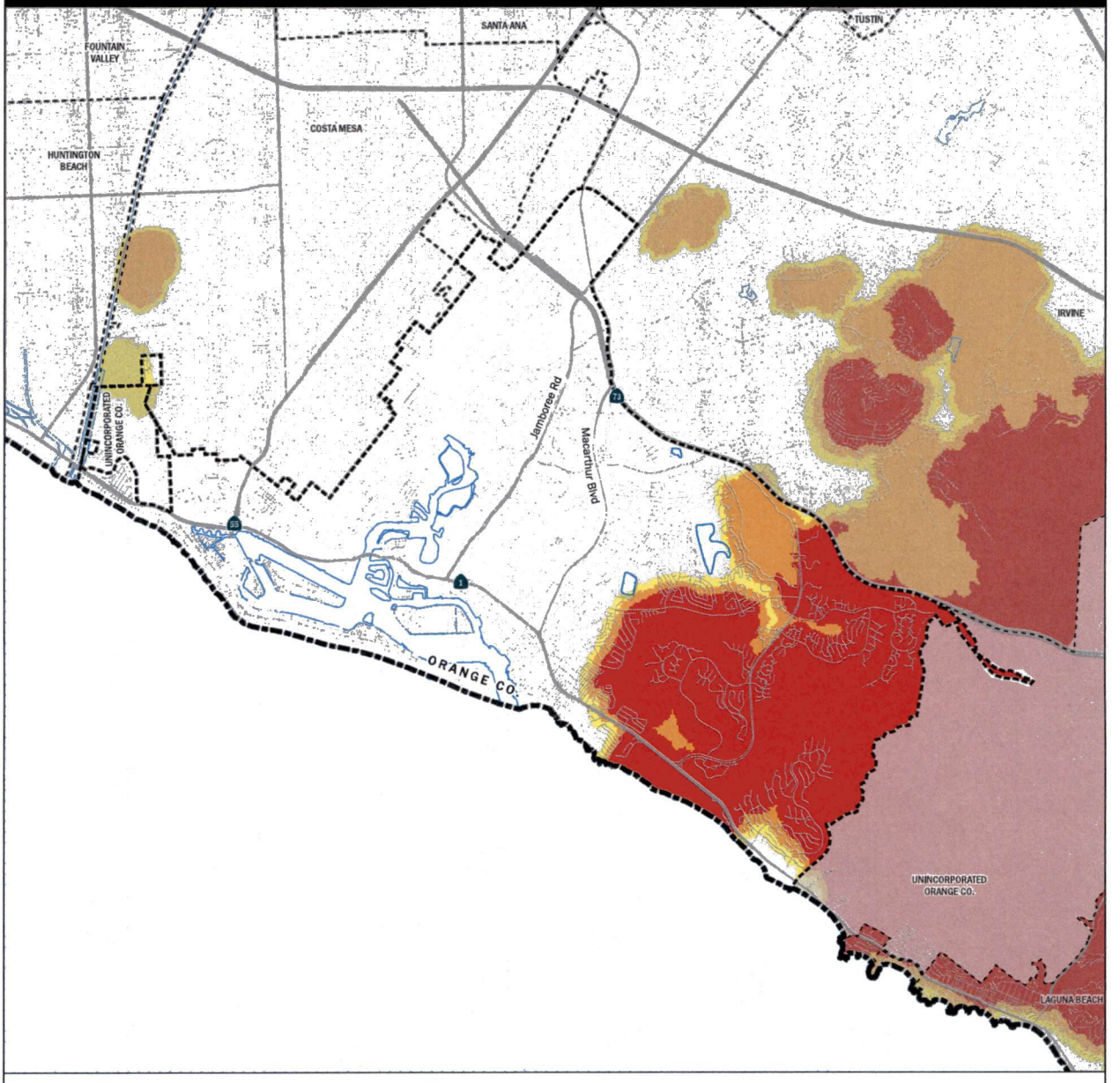
Attachment(s): NBMC Section 9.04.470 Fire Hazard Severity Zones Map

CITY OF NEWPORT BEACH – ORANGE COUNTY

# Local Responsibility Area Fire Hazard Severity Zones

As Identified by the State Fire Marshal

March 24, 2025







**Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal**

Very High | High | Moderate

**Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024**

Very High | High | Moderate

Mi 0 1 2 3

Km 0 1 2 3 4 5

Projection: NAD 83 California Teale Albers
Scale 1:71,000 at 11" x 17"

Incorporated City | Waterbody | Unzoned LRA | Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)
CAL FIRE State Responsibility Areas (SRA25_1)
City and County boundaries as of 10/22/24 (CA Board of Equalization)

CITY OF

# NEWPORT BEACH

## City Council Staff Report

July 8, 2025
Agenda Item No. 17

| | |
|---|---|
| **TO:** | HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL |
| **FROM:** | Aaron Harp, City Attorney - 949-644-3131, aharp@newportbeachca.gov |
| **PREPARED BY:** | Aaron Harp, City Attorney |
| **TITLE:** | Fourth Amended and Restated Employment Agreement for City Manager |


**ABSTRACT:**

Pursuant to Article V of the City Charter of Newport Beach, the city manager is appointed by and serves at the pleasure of the City Council. The terms and conditions of City Manager Grace Leung's employment are defined in her Third Amended and Restated Employment Agreement. From time to time, the City Council and the city manager may renegotiate these terms, including adjustments to compensation and other benefits.

On February 25 and April 15, 2025, the City Council held meetings with the city manager to conduct her annual performance evaluation. During these discussions, the Council and Ms. Leung engaged in thoughtful dialogue about her future retirement plans and their shared commitment to a smooth leadership transition. Ms. Leung expressed her willingness to remain in her role as long as necessary to ensure a stable and well-prepared transition to the next city manager. These collaborative efforts have resulted in the Fourth Amended and Restated Employment Agreement for the City Manager, which is presented for the Council's review and approval.


**RECOMMENDATIONS:**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

b) Approve and authorize the Mayor to execute a Fourth Amended and Restated Employment Agreement between the City of Newport Beach and City Manager Grace K. Leung, subject to the terms and conditions approved by the City Council; and

c) Approve Budget Amendment No. 26-006 appropriating $455,371.65 from unappropriated General Fund balance to various salary and benefit accounts to implement the terms of the Agreement for FY 2025-2026.

**DISCUSSION:**

City Manager, Grace K. Leung, was appointed as city manager for the City of Newport Beach on September 4, 2018. Her current employment terms are outlined in a Third Amended and Restated Employment Agreement (Third Amended Agreement), which

was approved by the City Council on January 25, 2022. The Third Amended Agreement provided for:

1. Term: A term from January 25, 2022, through December 30, 2026.

2. Base Salary and Adjustments: An annual Base Salary of $301,187, which is now $345,782, because of contract amendment(s) and cost-of-living adjustments tied to Key and Management Executive Management Employees (Management Employees).

3. Performance Bonus: A performance bonus of 2.5% of her annual base salary, as adjusted.

4. Annual Physical Exam: An annual physical exam of $1,250.

5. Phone Allowance: A phone allowance that is equal to the phone allowance provided to Management Employees (Phone Allowance).

6. Auto Allowance: An auto allowance of $500 per month (Auto Allowance).

7. Attorney's Fees: Attorneys' fees of up to $4,000 to review the Third Amended Agreement.

8. Deferred Compensation: A City paid contribution to her 401(a) defined contribution plan in the total amount of $29,500 per calendar year, which is currently $44,500 per calendar year based on annual adjustments provided for in the Third Amended Agreement.

9. CalPERS Contribution: An initial CalPERS contribution of 13%, which is currently 11.5% (tied to the same formula or percentage contribution as is applied to the Tier II non-safety members of the Key and Management Group covered under the Compensation Plan and for the same duration).

10. Severance Benefit: A severance provision that provides for a cash settlement equal to her monthly base salary, multiplied by the number of months left on the unexpired term of the Third Amended Agreement (not to exceed 18 months) and six months of medical coverage, if the Third Amended Agreement is terminated without case.

For the City Council's consideration is a Fourth Amended and Restated Employment Agreement (Fourth Amended Agreement, which is attached hereto as Attachment A), which provides for the following:

1. Term: A term from July 8, 2025, through December 26, 2025.

2. Base Salary and Adjustments: An annual Base Salary of $345,782 (same as her current base salary), which would be adjusted by the same percentage salary schedule/cost-of-living adjustment, if any, approved by the City Council for Management Employees, as outlined in the Compensation Plan. For instance, if the

Management Employees receive a cost-of-living adjustment of 5% after July 8, 2025, the City Manager's base salary will increase by 5%.

3. Performance Bonus: A bi-weekly performance bonus of 2.5% of her base salary, as adjusted, as well as a separate lump sum performance bonus of 2.5% of her annual base salary, as adjusted, payable on the next normal payday that includes December 26, 2025.

4. Annual Physical Exam: An annual physical exam of $1,250, which is the same as her current allowance.

5. Phone Allowance: A Phone Allowance that is equal to the phone allowance provided to any Management Employees, which is the same as her current allowance.

6. Auto Allowance: An Auto Allowance of $500 per month, which is the same as her current allowance.

7. Attorney's Fees: Attorneys' fees of up to $5,000 to review the Fourth Amended Agreement.

8. Deferred Compensation: A City contribution to her 401(a) defined contribution plan that is equal to the current adjusted total contribution limit under section 415(c)(1)(A) in effect for calendar year 2025 (currently $70,000).

9. CalPERS Contribution: An initial CalPERS contribution of 11.5% (tied to the same formula or percentage contribution as is applied to the Tier II non-safety members of the Key & Management Group covered under the Compensation Plan and for the same duration). For instance, if the Management Employees CalPERS contribution is reduced from 11.5% to 8% after July 8, 2025, the city manager's CalPERS contribution will decrease to 8%.

10. Severance Benefit: A severance provision that generally provides that if the city manager does not resign before the end of the term and the Fourth Amended Agreement is not terminated for cause, the City will pay her severance equal to her annual base salary in effect on December 26, 2025, Auto Allowance, Phone Allowance, the applicable City's annual flexible spending account cafeteria contribution in effect as of December 26, 2025, and Twenty-Four Thousand Dollars ($24,000.00), all of which is contingent on the city manager taking certain required actions.

**FISCAL IMPACT:**

The estimated additional cost associated with the Fourth Amended and Restated Employment Agreement for the city manager is $455,371.65. The Budget Amendment appropriates $455,371.65 in increased expenditure appropriations from the General Fund unappropriated fund balance.

**ENVIRONMENTAL REVIEW:**

Staff recommends the City Council find this action 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.

**NOTICING:**

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

**ATTACHMENTS:**

Attachment A – Fourth Amended and Restated Employment Agreement for City Manager
Attachment B – Budget Amendment

# CITY OF NEWPORT BEACH
# FOURTH AMENDED AND RESTATED EMPLOYMENT AGREEMENT
# CITY MANAGER

This FOURTH AMENDED AND RESTATED EMPLOYMENT AGREEMENT ("Agreement") is made effective as of July 8, 2025, and is entered into by and between the CITY OF NEWPORT BEACH, a California municipal corporation and Charter City ("Employer" or "City") and GRACE K. LEUNG ("Employee"), an individual (sometimes collectively referred to herein as "the Parties").

## RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. Employee has been continuously employed by City as City Manager since September 4, 2018. Employee is currently employed under a Third Amended and Restated Employment Agreement approved January 25, 2022 ("Employment Agreement").

C. The Parties mutually agree that, except as expressly set forth herein, they intend for this Agreement to supersede all prior Employment Agreements, and that upon execution of this Agreement, any prior Employment Agreements shall have no force or effect.

D. The Parties also mutually agree that this form of Agreement reflects the terms and conditions under which the Parties intend and desire to continue Employee's employment, and that there are no other Agreements between them oral, written or implied.

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

**SECTION 1: Term**

A. This Agreement shall become effective July 8, 2025 ("Effective Date") and shall terminate on December 26, 2025, subject to the City's right to terminate Employee's employment at any time as provided for in this Agreement, Section 500 of the City Charter, and Newport Beach Municipal Code ("NBMC") Section 2.08.050.

B. City's election not to extend this Agreement shall not entitle Employee to Severance pursuant to Section 7 of this Agreement.

**SECTION 2: Duties and Authority**

Employer agrees to continue to employ Employee as City Manager to exercise the powers and authority and to perform the functions and duties specified in the Newport Beach City Charter, the NBMC and all relevant resolutions, rules, regulations, procedures, applicable job description(s) and state codes, as they currently or may in the future exist. Employee shall exercise such power and authority and perform such other functions and duties, not inconsistent with this Agreement, as Employer, by its City Council, may legally assign.

**SECTION 3: Compensation and Performance Evaluation**

A. Employer agrees that Employee's annual base salary is Three Hundred Forty-Five Thousand, Seven Hundred and Eighty-Two Dollars ($345,782) ("Base Salary").

B. After the Effective Date of this Agreement, the Base Salary shall be adjusted based on the percentage salary schedule/cost-of-living adjustment, if any, approved by the City Council for Key and Executive Management Employees, as outlined in the Key and Management Compensation Plan ("Compensation Plan"), and shall be paid in the same manner.

C. Employee shall receive a performance bonus in the sum of two and one-half percent (2.5%) of her Base Salary, as adjusted, on each bi-weekly paycheck ("Biweekly Performance Bonus"). In addition to the Biweekly Performance Bonus, Employee shall receive a lump sum performance bonus of two and one-half percent (2.5%) of her annual Base Salary, as adjusted, which shall be payable on the next normal payday following and inclusive of December 26, 2025. The Parties agree that these payments are non-PERSable and will not be reported to CalPERS.

D. The Base Salary, as adjusted, and compensation payable to Employee pursuant to this Agreement shall be subject to deductions and withholdings of any and all sums required for federal or state income tax, pension contributions, and all other taxes, deductions or withholdings required by then current state, federal or local law, prorated and paid on Employer's normal paydays for the City Manager, City

Attorney, City Clerk and any Department Directors not covered by collective bargaining agreements ("Executive Management Employees"). Employer shall also deduct sums Employee is obligated to pay because of participation in plans or programs described in Section 4 of this Agreement. The annual Base Salary of Employee is within the approved salary range adopted by resolution of the City Council and the City Council shall adjust the salary range, as needed, to ensure that the Base Salary remains within the approved salary range.

**SECTION 4: Employee Benefits**

A. Benefit Balances Carried Over. Employee shall not have a break in employment service between the prior Employment Agreement and this Agreement. All of Employee's accrued leave and other benefit balances shall carry over as agreed, and Employee's leave and benefit balances shall continue to accrue under the terms of applicable City policies and this Agreement.

B. Flex Leave. Employee shall accumulate Flex Leave as provided in the Compensation Plan, Executive Management category, at the rate designated for Employee's years of service in the "15 and over" category. Employee's maximum accrual for Flex Leave is limited to four hundred (400) hours. No Flex Leave shall further accrue beyond said maximum. The right to sell back accumulated Flex Leave shall be the same as other Key and Management Employees and shall comply with the Leave Sellback provisions set forth in the Compensation Plan.

C. Administrative Leave. For the calendar year 2025, Employee has been awarded eighty (80) hours of paid Administrative Leave. Upon separation from employment, Employee shall be entitled to payment of any hours remaining of the eighty (80) hours that were not used in the 2025 calendar year. Consistent with the Compensation Plan, there is no right to sell back any accumulated Administrative Leave.

D. Additional Benefits. Unless otherwise provided in this Agreement, Employee shall receive the same benefits as are available to Executive Management Employees under the Compensation Plan and/or Employee Policy Manual ("EPM"), including, but not limited to, cafeteria benefits, LIUNA Supplemental Pension, IRS Section 125 Flexible Spending Accounts, short-term and long-term disability plans, life insurance plans, holiday pay, Holiday Closure Leave, and deferred compensation plans. This Agreement shall be deemed amended whenever the City Council adopts a resolution or takes action changing these benefits under the Compensation Plan and/or EPM.

E. Annual Physical Exam. Employee may undergo an annual physical examination, and City shall reimburse Employee for the actual cost of the examination up to a maximum of One Thousand, Two Hundred and Fifty Dollars ($1,250).

F. Automobile Allowance. Employee's duties require Employee to be available and to respond to demands of City business at all times and outside of regular business hours, including weekends. Employer shall, therefore, pay to Employee an Automobile Allowance of Five Hundred Dollars ($500) per month to respond to these demands of City business ("Automobile Allowance").

G. Phone Allowance. Employee shall be entitled to the same phone allowance as provided to any Executive Management Employee ("Phone Allowance").

H. Attorneys' Fees. Upon the submission of invoices acceptable to the City Attorney, the City shall reimburse Employee for the reasonable, actual legal fees and costs incurred by Employee for legal review of this Agreement, up to a maximum of Five Thousand Dollars ($5,000).

I. Deferred Compensation. Employee has a 401(a) defined contribution plan account set up by the City, which is subject to the contribution limit under Internal Revenue Code Section 415(c)(1)(A), as adjusted for inflation. For calendar year 2025, the City shall contribute to Employee's 401(a) defined contribution plan account, on a pre-tax basis, an annual amount equal to the current adjusted total contribution limit under section 415(c)(1)(A) in effect for calendar year 2025. Of this total amount, Twenty-Three Thousand Nine Hundred Sixty-One Dollars and 54/100 ($23,961.54) has already been contributed as of July 5, 2025. The remaining balance shall be contributed in twelve (12) equal bi-weekly installments over the remainder of the calendar year. Employee shall not be entitled to the 401 (a) contributions set forth in the Compensation Plan.

Under federal law, there is an annual maximum contribution which may be made to an employee's 401(a) defined contribution plan account. If any contributions pursuant to this Agreement would exceed the maximum contributions allowable by law, the City will be excused from and stop making contributions for the remainder of the calendar year and will not owe Employee any additional compensation related to this Section.

J. Amendment of Benefits. Except as expressly provided under Section 4 of this Agreement, Employee's benefits are not tied to the compensation of any other City employee or group of City employees.

K. Retirement - CalPERS. Employee's retirement contributions shall be the same as and shall be tied to the retirement contributions required by Tier II non-safety employees covered by the Compensation Plan, which is currently eleven and a half percent (11.5%) of compensation earnable. After the Effective Date of this Agreement, if there are changes to the retirement contributions required by Tier II non-safety employees covered by the Compensation Plan, as set forth in a council-approved Compensation Plan, this Agreement shall be deemed amended and Employee will be subject to the same formula or percentage contribution as is applied to the Tier II non-safety Management Employees covered under the Compensation Plan and for the same duration.

Employee retirement contributions that are in addition to the normal CalPERS Member Contribution shall be calculated on Base Salary, special pays, and other pays normally reported as "PERSable" compensation (known either as compensation earnable or pensionable compensation) and will be made on a pre-tax basis through payroll deduction, to the extent allowable by law. The Parties agree that the City will not report as special compensation the value of any Employer Paid Member Contribution. No compensation paid pursuant to Section 7(a) shall be "PERSable" compensation.

**SECTION 5: General Business Expenses**

A. Employer recognizes that Employee may incur expenses of a non-personal, job-related nature that are reasonably necessary to Employee's service to Employer. Employer agrees to either pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted according to Employer's normal expense reimbursement procedures, or such other procedure as may be designated by the City Council. To be eligible for reimbursement, all expenses must be supported by documentation meeting Employer's normal requirements and must be submitted within time limits established by Employer.

B. Employer agrees to budget and pay for professional dues, membership and subscriptions of Employee necessary for continuation and participation in the International City/County Management Association (ICMA), Cal-ICMA, the California City Manager's Foundation (CCMF), state and national League of Cities and such other organizations as Employer and Employee may agree from time to time. Employer also agrees to pay the cost of a corporate surety bond as contemplated by Section 503 of the City Charter.

C. Employer agrees to budget and reimburse Employee or pay for reasonable costs for attendance and participation in meetings, institutes, training programs, conferences, conventions and similar gatherings that support leadership development and the advancement of Employer and Employee's mutually agreed upon goals, and which are related to Employee's duties or Employer's operations and held in the continental United States. For purposes of this paragraph, reasonable expenses are limited to the reasonable and actual cost of registration, coach-class airfare (where applicable), ground transportation and meals. Reasonable expenses will also include the reasonable and actual cost of lodging for meetings outside of Orange County.

D. The expenses to be budgeted and paid in this Section 5, Paragraphs A, B, and C above, are exclusive of reasonable expenses related to events, participation in organizations, or attendance at events or meetings on behalf of the City as required by the City Council. Employer will separately budget and pay for membership and participation in community, civic or other organizations or events in which Employer requires Employee to participate.

**SECTION 6: At-Will Employment Relationship**

A. This Agreement provides for Employee's employment with the City until December 26, 2025. At the City Council's discretion, including upon the appointment of a new City Manager or Acting City Manager by the City Council, Employee may be relieved of all City Manager Duties and telecommute until December 26, 2025. While telecommuting, Employee shall continue to have a duty to respond to questions from the City, including as required by the new City Manager or Acting City Manager, but shall not do so in her official capacity as City Manager, having been relieved of all official duties. In addition, if a new City Manager or Acting City Manager is appointed before December 26, 2025, said person will assign specific projects to Employee and Employee is expected to work diligently to complete each project and account for her time spent on each project. For purposes of this Agreement, the salary schedule applicable to Employee shall be the salary schedule for the City Manager position.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign from Employee's employment with Employer, subject only to Employee providing a minimum of forty-five (45) calendar days prior written notice to Employer of the effective date of Employee's resignation. Upon the effective date of resignation, Employee forfeits all compensation and benefits owing for the remainder of the term of this Agreement.

**SECTION 7: Severance**

A. Expiration Agreement. If this Agreement is not terminated for cause, and the Employee signs, delivers, and does not revoke the Separation Agreement and General Release between Employee and Employer dated July 8, 2025, and the related Reconfirmation of Separation Agreement and General Release, and satisfies the terms and conditions thereof, the City will pay the Employee severance pursuant to the terms of the Separation Agreement and General Release equal to her annual Base Salary in effect on December 26, 2025, Auto Allowance, Phone Allowance, the applicable City's annual flexible spending account cafeteria contribution in effect as of December 26, 2025, and Twenty-Four Thousand Dollars ($24,000.00).

B. Termination With Cause. If Employer terminates this Agreement (thereby terminating Employee's employment) with Cause, as determined by the affirmative votes of a majority of the members of the City Council at a meeting of the City Council, Employee shall not be entitled to any additional compensation or payment, including Severance, as provided for in Section 7.

As used in this Agreement, Cause shall only mean any of the following:

1. Conviction of a felony;

2. Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law; or

3. Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4.

C. Municipal Elections. In no event may Employee be terminated within ninety (90) days after any municipal election for the selection or recall of one or more of the members of the City Council. (City Charter Section 506)

D. Resignation. If Employee resigns or otherwise terminates this Agreement (thereby terminating Employee's employment), Employee shall not be entitled to any additional compensation or payment, including Severance.

E. Accrued Leave. Upon termination (regardless of reason), Employee shall be compensated for all accrued but unused Flex Leave and unused Administrative Leave.

**SECTION 8: Employee's Obligations and Hours of Work**

Except as otherwise agreed, Employee shall devote Employee's full energies, interests, abilities and productive time to the performance of this Agreement and utilize Employee's best efforts to promote Employer's interests. Employee's duties may involve expenditures of time in excess of the regularly established workday or in excess of a forty (40) hour workweek and may also include time outside normal office hours, including attendance at City Council meetings. Employee's Base Salary includes compensation for all hours worked and Employee shall be classified as an exempt employee for purposes of overtime and shall not be entitled to any form of compensation for overtime. In recognition of the significant time Employee will need to devote outside normal office hours to business activities of Employer and the exempt salaried nature of the employment, Employee is permitted to exercise a flexible work schedule. However, consistent with this flexibility and Employee's participation in activities out of the office, Employee will generally be expected to keep office hours at City Hall, Monday through Friday, during normal business hours.

**SECTION 9: Confidentiality**

Employee acknowledges that in the course of Employee's employment contemplated herein, Employee will be given or will have access to privileged, confidential and proprietary documents and information relating to the City, its residents, businesses, employees, and customers ("Confidential Information"). Such Confidential Information may include, but is not limited to, all information given to or otherwise accessible to Employee that is not public information or would be exempt from public disclosure as confidential, protected, exempt or privileged information. Employee shall hold the Confidential Information in trust for City's benefit and shall not disclose the Confidential Information to others without the express written consent of City. The obligations of Employer and Employee under this Section 9 shall survive the termination of this Agreement.

**SECTION 10: Outside Activities**

Employee shall not engage in any employment, activity, consulting service or enterprise for compensation, or otherwise, which is, actually or potentially, inconsistent, incompatible, in conflict, inimical to or which materially interferes with Employee's duties and responsibilities to Employer. (Government Code Sections 1125 through 1129)

**SECTION 11: Indemnification**

A. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of employee's services under this Agreement. This Section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee. (Government Code Sections 825, 995, et. seq.)

B. Notwithstanding the foregoing, and consistent with Sections 53243 through 53243.3 of the Government Code, Employee shall be required, if convicted of a crime involving an abuse of Employee's office or position, to fully reimburse the City for: (1) any paid leave salary offered by the City to the Employee; (2) any funds provided for the legal criminal defense of the Employee; (3) any cash settlement related to the termination that Employee may receive; and (4) any other payments received by Employee from City that in any way relate to the foregoing.

**SECTION 12: Other Terms and Conditions of Employment**

Employer may fix other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or applicable law.

**SECTION 13: Notices**

A. Notice pursuant to this Agreement shall be given by depositing written notification in the custody of the United States Postal Service, postage prepaid, addressed as follows:

**EMPLOYER:**
City of Newport Beach c/o City Clerk
100 Civic Center Drive
Newport Beach, California 92660

**EMPLOYEE:**
Grace K. Leung
at the home address then shown in Employer's files

B. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable in civil judicial practice. Notice shall be deemed given as of the date of personal service or five days after the date of mailing.

**SECTION 14: General Provisions**

A. Integration. This Agreement sets forth the final, complete and exclusive agreement between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the Parties are merged into this Agreement or are otherwise rendered null and void. The Parties by signed mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement. The foregoing notwithstanding, Employee acknowledges that, except as expressly provided in this Agreement, Employee's employment is subject to Employer's generally applicable rules and policies pertaining to employment matters, such as those addressing equal employment opportunity, sexual harassment and violence in the workplace, as they currently or may in the future exist, and Employee's employment is, and will continue to be, at the will of the City Council.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Choice of Law. This Agreement shall be interpreted and construed pursuant to and in accordance with the laws of the State of California and all applicable City Charter provisions, Codes, Ordinances, Policies and Resolutions.

D. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

E. Conflict with City Charter or Municipal Code. In the event of a conflict between the provisions of this Agreement and the City Charter, or this Agreement and the NBMC, the City Charter or the NBMC shall prevail over this Agreement. All other City personnel ordinances, resolutions, rules, and policies shall apply to Employee in the same manner as applied to other Executive Management Employees.

F. Employee's Independent Review. Employee acknowledges that Employee has had the opportunity and has conducted an independent review of the financial and legal effects of this Agreement. Employee acknowledges that Employee has made an independent judgment upon the financial and legal effects of this Agreement and has not relied upon any representation of Employer, its officers, agents or employees other than those expressly set forth in this Agreement. Employee acknowledges that Employee has been advised to obtain and has availed oneself of legal advice with respect to the terms and provisions of this Agreement.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the dates written below.

**CITY OF NEWPORT BEACH,**
a California municipal corporation

By:_____
Joe Stapleton, Mayor

Date: July 8, 2025

**EMPLOYEE,**
An Individual,

By:_____
Grace K. Leung

Date: July 8, 2025

**APPROVED AS TO FORM:**
**CITY ATTORNEY'S OFFICE**

By:_____
Aaron C. Harp,
City Attorney

**ATTEST:**

By:_____
Molly Perry,
Interim City Clerk

**[END OF SIGNATURES]**

**ATTACHMENT B**

# City of Newport Beach

BUDGET AMENDMENT

2025-26

**BA#: 26-006**

Department: City Attorney

Requestor: Aaron Harp

**ONE TIME:** ☑ Yes ☐ No

☐ **CITY MANAGER'S APPROVAL ONLY**

☑ **COUNCIL APPROVAL REQUIRED**

***Approvals***

**Finance Director:** Shelby Bungum Date 6/27/25

**City Clerk:** Date

**EXPLANATION FOR REQUEST:**

To fund the Fourth Amended and Restated Employment Agreement for City Manager.

☐ from existing budget appropriations
☐ from additional estimated revenues
☑ from unappropriated fund balance

**REVENUES**

| Fund # | Org | Object | Project | Description | Increase or (Decrease) $ |
|---|---|---|---|---|---|
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | Subtotal | $ - |

**EXPENDITURES**

| Fund # | Org | Object | Project | Description | Increase or (Decrease) $ |
|---|---|---|---|---|---|
| 010 | 01020005 | 711001 | | CITY MANAGER ADMIN - SALARIES MISCELLANEOUS | 429,871.65 |
| 010 | 01020005 | 727017 | | CITY MANAGER ADMIN - PARS DC 401A | 25,500.00 |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | Subtotal | $ 455,371.65 |

**FUND BALANCE**

| Fund # | Object | Description | Increase or (Decrease) $ |
|---|---|---|---|
| 010 | 300000 | GENERAL FUND - FUND BALANCE CONTROL | (455,371.65) |
| | | - | - |
| | | - | - |
| | | - | - |
| | | Subtotal | $ (455,371.65) |

***Fund Balance Change Required***

Received After Agenda Printed
July 8, 2025
Written Comments

# July 8, 2025, City Council Agenda Comments

The following comments on items on the Newport Beach City Council agenda are submitted by:
Jim Mosher ( jimmosher@yahoo.com ), 2210 Private Road, Newport Beach 92660 (949-548-6229)

## *Item 1. Minutes for the June 24, 2025 City Council Meeting*

The passages shown in *italics* below are from the draft minutes with suggested corrections shown in ~~***strikeout***~~ ***underline*** format. The page numbers refer to Volume 66.

**Page 339**, Item III: **The title "III. PUBLIC COMMENTS" is misplaced**.

The video shows Item III consisted solely of a reading of the notice regarding public comments by the Interim City Clerk, and seems to have been relocated in the agenda sequence by the Mayor. The clock visible on the wall confirms the reading took place after the Council returned at 4:30 p.m. from a brief recess and was not part of the earlier study session. **It occurred between Items "VI. ROLL CALL" and "VII. INVOCATION." and should be so indicated in the minutes, not at the location shown in the draft.**

The public comment listed under the "III. PUBLIC COMMENTS" heading in the draft was not in response to the Item III reading. It occurred before 4:30 p.m. and was part of study session Item SS2. **Moving the Item III heading (but not the comment) to its proper location later in the agenda will correct that error**.

**Page 339**, paragraph 2 from end (part of the misplaced comments described above), last sentence: "*He also noted, independent of his role on the General Plan Advisory Committee, that* ~~***there are additional materials linked***~~ *at the end of the AAM staff report* ~~***that are***~~ ***there is a link to a page with*** *very helpful* ***additional information****, including a link to a video of a symposium held in Palm Springs containing an in-depth discussion about AAM*."

[**comment**: I suspect the reason the staff report did not directly link to the additional materials, but, insteading, linked to a separate webpage ("newportbeachca.gov/AAM") containing links to the material is that, for reasons unknown to me, when staff reports (and comments such as this) get archived to the City's Laserfiche permanent storage system, the hyperlinks within them continue to display as hyperlinks, but become non-functional and (frustratingly) cannot be used unless the URL is spelled out in full for copying and pasting into a web browser. In the case of the AAM video, the URL is 81 characters long and likely could not have been displayed, in full, on a single line of the staff report.]

**Page 347**, last appointment item:

"*3. Interim City Clerk Perry read the ballot votes for the City Arts Commission as follows:*

*David Anastos – Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand*
*Rita Goldberg - Grant*, ***Kleiman, Weigand***
*Melissa Kandel - Barto, Blom, Grant,* ~~***Kleiman,***~~ *Stapleton, Weber, Weigand*
*Tiare Meegan - Barto, Blom, Kleiman, Stapleton, Weber*~~***, Weigand***~~
*Laurel* ~~***Tipett***~~ ***Tippett*** *- Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand*

*Interim City Clerk Perry announced that David Anastos, Melissa Kandel, Tiare Meegan, and Laurel Tippett were appointed to the City Arts Commission*."

[**comment**: As of this writing, the ballots have not been copied to the meeting agenda's Laserfiche archive, but the votes shown in the draft minutes differ from those read at the meeting (as recorded in the video) as shown. In addition to correcting the misspelling of "Tippett" and the votes, it might be noted that the staff report indicated three of the City Arts Commission appointments were for terms ending in 2029 and one for a term ending in 2026.[1] Neither the Council nor the Clerk indicated which appointees were being appointed to which terms. The tradition seems to have been the appointee with the least votes gets the shortest term. In this case, that would be Tiare Meegan. However, since this was not discussed it is not clear that was the intent here.]

## *Item 4. Resolution No. 2025-41: Adopting a Memorandum of Understanding with the Newport Beach Professional and Technical Employees Association and Associated Salary Schedule*

It is a bit confusing since there may be more than one version of the Council agenda posted in more than one place, but it appears that as of July 7, the MOU being presented for approval on July 8 as Attachment A to Resolution No. 2025-41 and promised to be "available for viewing prior to the meeting" is not yet available for viewing.

This is particularly strange since a version of what purported to be the MOU was presented for review at the June 24 Council meeting. Is the present "Attachment A" any different from that? Why has it not been provided?

## *Item 5. Resolution No. 2025-42: Adopting a Memorandum of Understanding with the Newport Beach Police Management Association and the Associated Salary Schedule*

Unlike agenda Item 4, the MOU being presented for possible adoption is included in the packet.

What is peculiar about this one is that the document history on page 5-38 indicates the Mayor signed it on July 3, without the Council having acted on the item or having given the Mayor authority to sign.

---

[1] Retaining the ending dates of the board & commissioners' 4-year terms is important to ensuring a gradual replacement of position holders rather than a wholesale replacement in any one year. The original City Charter Section 702, approved by voters on June 8, 1954, required the original members of 5-member boards to arrange themselves into something like a 1-1-1-2 pattern of yearly appointment numbers, and 7-member boards into a 1-2-2-2 pattern. Apparently in connection with a measure to expand the Planning Commission to nine members,, this was changed less than a year later when, at the April 10, 1955, Municipal election, voters approved an amendment requiring at least 1 appointment each year, but allowing up to 3. When the seven-member City Arts Commission was created by a Charter amendment that was part of Proposition 1 at the April 9, 1974, election, the original members may have used that to organize their terms into a 1-1-2-3 annual appointment structure (an additional Charter amendment in 1992 gave the Council discretion to change the number of members of the Arts Commission – and only it – by ordinance or resolution, but it is unclear if that has ever been used).The massive Charter changes wrought by Measure EE in 2012 rewrote Section 702, vaguely leaving the appointment rotation structure of new boards and commissions completely to the discretion of the Council at the time of the initial appointments.

## *Item 6. Resolution No. 2025-43: Requesting a CalPERS Contract Amendment to Eliminate Section 20516(a) Cost Sharing for Citywide Miscellaneous Tier I Employees*

The staff report indicates that getting this amendment initiated "is a matter of great urgency" because of pending contract negotiations, but is less clear about the status of the cost sharing between now and when the amendment is completed, which it anticipates will be "at least a few months" away (and it says nothing about the amendment, if approved, being retroactive).

Who will be paying the cost sharing amounts between now and then if the contracts with the employee groups say one thing and the contract with CalPERS says something different? Or are the employee contracts being written in such a way that they will pay whatever the CalPERS contract says (in other words, make no change in cost sharing obligations until after a change to the CalPERS contract is completed)?

## *Item 7. Approval of a Professional Services Agreement with Arts Orange County to Manage Phase X of the Sculpture Exhibition in Civic Center Park*

The staff report implies the contractor will be working to a timeline set by the City Arts Commission.

Since the contract does not seem to have been posted in a machine-readable format, it is a little difficult for me to verify, but I don't think the expectation that the contractor will be working to an Arts Commission dictated timeline is part of the contract.

Another concern is with the agreement, in the Scope of Services on page 7-17, of the Community Input process by which applications for inclusion in the exhibition become part of the public survey determining the final selections. While there may be a need to reduce the entries to a manageable number for the public to evaluate, I believe that at one time the Commission's role in that was limited to eliminating entries that were unsuitable for objective reasons (such as use of materials not suitable for 2- or 3-year outdoor display). As has happened in recent years, Section 3.2 of the proposed Scope of Services appears to give the Commission unlimited authority to restrict the public survey to pieces that meet the Commission's tastes.

To avoid the public being given no real choice, shouldn't the contract set a minimum number of entries to be presented for consideration by the public?

## *Item 8. Irrigation Controller Replacement Phase 2 - Notice of Completion for Contract No. 9735-1 (25P02)*

This contract seems remarkable in that it was completed, according to this report, at the exact original contract price (not a penny more or less).

That contract, as approved as Item 5 at the March 25, 2025, meeting, included a 5% contingency, but did not allow extra compensation for unforeseen difficulties. Usually there are either cost savings found or change orders made, but apparently there were none here.

It also seems remarkable that the work was completed in 29 days when 120 were allowed.

## *Item 9. Tentative Memorandum of Understanding with Newport Beach Lifeguard Management Association (NBLMA)*

The effort to provide a redline of the proposed MOU for review prior to final action on it at a future meeting is commendable.

However, and while I may be confused due to possibly different versions of Council agenda posted at different locations, as of July 7, I have been unable to find the proposed MOU, but only a promise it "*will be available for viewing prior to the meeting*."

## *Item 14. General Plan Update Steering Committee (GPUSC) Bi-Monthly Update to the City Council*

As a member of GPAC, but commenting as a private citizen, I would observe, as must be obvious, that it has been more than two months since the last GPUSC "bi-monthly" update to the City Council. As the report alludes to, I suspect the delay may have been due, in part, to the Council's decision in January and February to terminate all the existing GPAC appointments and re-appoint 24 of them. I can say personally that this had a quite demoralizing effect and significantly, and unnecessarily, delayed the effort. It also resulted in the loss of two of the most highly engaged members.

Partially as a result of this, I believe the Council will ultimately be receiving a largely staff and consultant written General Plan, with relatively small pieces subjected to citizen review. Absent so far has been any real effort to compare the staff/consultant proposals to the current plan, highlighting what is new and what has been removed, and why. I hope that will be included when something eventually gets to the Council.

Speaking as a citizen who attended all but one of the workshops detailed in Attachment B, I would observe participation was considerably less "robust" than it may appear from the report. At the earlier workshops, the few unaffiliated citizens in attendance were far outnumbered by staff, consultants and GPAC members. And even counting better attendance at the final one, the fraction of the Newport Beach population providing input remains extremely small. Participation through the Newport, Together website also appears to have been minimal, suggesting most of the public may not even be aware of the update effort. It looks like no comments have been added through it since December, and very few before that.

## *Item 17. Fourth Amended and Restated Employment Agreement for City Manager*

This proposed Agreement, which was apparently developed in closed session, strikes me as fiscally irresponsible.

The City already has a contract for Grace Leung's services through December 30, 2026. That contract provides for no extra or continuing compensation in the event she voluntarily ceases to provide those services; that is, if she retires prior to its end, such as on December 30, 2025. While it is true the existing contract provides an extremely generous severance package should the Council involuntarily terminate Ms. Leung prior that Agreement's normal end, Council members have repeatedly praised her performance.

The present proposal allows Ms. Leung to leave at the end of 2025, yet be paid, in effect, through the end of calendar year 2026, without having to provide any services to the City during that final year of the current contract – a year in which City taxpayers will have to pay a different, and possibly higher-paid City Manager to provide the services that Ms. Leung will effectively be paid for but not providing.

Given the Council's public praise of Ms. Leung, I see no reason to alter the existing contract and put taxpayers to this extra expense. If Ms. Leung wishes to retire on December 26, that is her choice, but neither the Council, nor Newport Beach taxpayers, should be under any obligation to pay her anything extra for doing so.

Should the Council, alternatively, regard this as a retirement gift – a bonus for extraordinary service during her tenure here – I believe that would run afoul of the California Contsitution's Article XI, Section 10 prohibition against cities, including charter cities,[2] granting extra compensation for work contracted for and already performed. As we have been frequently reminded, California courts have carved out exceptions to this rule allowing retroactive adjustments during a time of contract negotiation, but that is not the circumstance here, since this does not seem in any way related to retaining or continuing service. Similarly, we have been reminded that charter cities are not *prohibited* from making gifts of public funds unless such a restriction is self-imposed in its charter. But not being *prohibited* in general does not mean they are *allowed* to make a gift expressly precluded by the Constitution.

Given all this, if the public praise was insincere, and the Council has found some reason it wants to terminate Ms. Leung, but cannot do so "for cause,"[3] then the staff report should clearly lay out the options available. Of particular interest would be how the cost to taxpayers of an involuntary separation on December 26, 2025 (or some earlier or later date), subject to the existing severance provisions, compares to the cost of the present proposal.

## *Item 18. Eighth Amended and Restated Employment Agreement for City Attorney*

It would have been helpful to provide a redline of the current agreement (contract C-7034-5) compared to this proposed one.

I also have trouble deducing from either the staff report or Attachment C how the annual cost of the proposed agreement compares to the cost expected under the existing agreement.

In view of the previous agenda item, the Council might wish to reconsider the extremely generous severance packages it is offering its employees. In the present case, the proposal will apparently roll back to 12 months the existing promise of 18 months severance, which roll-back, without the amendment, would not have happened until March 2026. However, one might wonder why even 12 months is being offered? It seems to significantly restrain the Council's ability to change employees even when it thinks a change would benefit the City.

---

[2] The otherwise plenary authority to set employee compensation granted to charter cities by Section 5 is expressly limited, in that section, by the other provisions of Article XI.

[3] Under the current Agreement, a "for cause" separation requires no additional compensation of any kind to be paid beyond the separation date.

CITY OF

# NEWPORT BEACH

## City Council Staff Report

July 8, 2025
Agenda Item No. 18

| | |
|---|---|
| **TO:** | HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL |
| **FROM:** | Grace K. Leung, City Manager - 949-644-3001, gleung@newportbeachca.gov |
| **PREPARED BY:** | Tara Finnigan, Assistant City Manager - 949-644-3035, tfinnigan@newportbeachca.gov |
| **TITLE:** | Eighth Amended and Restated Employment Agreement for City Attorney |


**ABSTRACT:**

Pursuant to Article VI of the City Charter of the City of Newport Beach, the city attorney is appointed by and serves at the pleasure of the City Council. From time to time, the City Council and the city attorney may renegotiate employment terms, including adjustments to compensation and/or benefits.

The terms and conditions of City Attorney Aaron Harp's employment are currently defined by his Seventh Amended and Restated Employment Agreement. On February 25 and April 15, 2025, the City Council met with and conducted the city attorney's annual performance evaluation. As a result, an Eighth Amended and Restated Employment Agreement (Employment Agreement) for the City Attorney is presented for the City Council's consideration.


**RECOMMENDATIONS:**

a) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly;

b) Approve and authorize the Mayor to execute the Eighth Amended and Restated Employment Agreement between the City of Newport Beach and City Attorney Aaron C. Harp, subject to the terms and conditions approved by the City Council;

c) Adopt Resolution No. 2025 – _, *A Resolution of the City Council of the City of Newport Beach, California, Amending the Salary Schedule and Adopting a New Salary Range for the City Attorney;* and

d) Approve Budget Amendment No. 26-007, appropriating $30,512 from unappropriated General Fund balance to various salary and benefit accounts to implement the terms of the Agreement for FY 2025-2026.

**DISCUSSION:**

Aaron C. Harp was appointed as the city attorney for the City of Newport Beach on September 6, 2011. His current employment terms are outlined in a Seventh Amended and Restated Employment Agreement (Seventh Amended Agreement) which was approved by the City Council on March 22, 2022. The Seventh Amended Agreement provided for:

1. Term: A term from March 22, 2022, through December 30, 2028.
2. Base Salary and Adjustments: An annual Base Salary of $270,000, which is now $310,339, because of contract amendment(s) and cost-of-living adjustments tied to Key and Management Executive Management Employees (Management Employees).
3. Annual Physical Exam: An annual physical exam of up to a maximum of $1,000.
4. Phone Allowance: A phone allowance that is equal to the phone allowance provided to any Executive Management Employee (Phone Allowance).
5. Automobile Allowance: An auto allowance of $500 per month (Auto Allowance).
6. Deferred Compensation: A City paid contribution to his 401(a) defined contribution plan in the total amount of $14,500 in calendar year 2022, which is currently $22,000 per calendar year based on annual adjustments provided for in the Seventh Amended Agreement.
7. CalPERS Contribution: An initial CalPERS contribution of 13%, which is currently 11.5% (tied to the same formula or percentage contribution as is applied to the Tier I non-safety members of the Key and Management Group covered under the Compensation Plan and for the same duration).
8. Severance Benefit: A severance provision that provides for a cash settlement equal to his monthly base salary, multiplied by the number of months left on the unexpired term of the Seventh Amended Agreement, not to exceed 18 or 12 months, depending on the date of termination.

For the City Council's consideration is an Eighth Amended and Restated Employment Agreement (Eighth Amended Agreement, which is attached hereto as Attachment A), which provides for the following:

1. Term: A term from July 8, 2025, through December 30, 2028.
2. Base Salary and Adjustments: An annual Base Salary of $322,752, which would be adjusted by the same percentage salary schedule/cost-of-living adjustment, if any, approved by the City Council for Management Employees, as outlined in the Compensation Plan. For instance, if the Management Employees receive a cost-of-living adjustment of 5% after July 8, 2025, the city attorney's base salary will increase by 5%.
3. Performance Bonus: A lump sum performance bonus of 2.5% of his base salary, as adjusted, payable on the next normal payday that includes December 26, 2025, and annually thereafter.

4. Phone Allowance: A Phone Allowance that is equal to the phone allowance provided to any Management Employees, which is the same as his current allowance.
5. Automobile Allowance: An Auto Allowance of $500 per month, which is the same as his current allowance.
6. Deferred Compensation: A City paid contribution to his 401(a) defined contribution plan in an annual amount that is equal to half of the current adjusted total contribution limit under section 415(c)(1)(A) in effect. For calendar year 2025, the total City paid contribution will be $35,000.
7. CalPERS Contribution: An initial CalPERS contribution of 11.5% (tied to the same formula or percentage contribution as is applied to the Tier 1 non-safety members of the Key & Management Group covered under the Compensation Plan and for the same duration). For instance, if the Management Employees CalPERS contribution is reduced from 11.5% to 8% after July 8, 2025, the city attorney's CalPERS contribution will decrease to 8%.
8. Severance Benefit: A severance provision that generally provides that if the city attorney does not resign before the end of the term and the Eighth Amended Agreement is not terminated for cause, the City will pay his severance equal to his annual base salary times 12 or the number of months left on the unexpired term of the contract, whichever is less.

Should the Council approve the Eighth Amended Agreement, Human Resources and Finance Department staff will work together to implement the terms. Consistent with the Council's stated goal of transparency, the employment agreement will also be published on the City's website, readily available for public review.

**FISCAL IMPACT:**

The estimated cost associated with the Eighth Amended and Restated Employment Agreement for the City Attorney is $440,176. Budget Amendment No. 26-007 appropriates $30,512 in increased expenditure appropriations from the General Fund unappropriated fund balance.

**ENVIRONMENTAL REVIEW:**

Staff recommends the City Council find this action 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, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**NOTICING:**

The agenda item has been noticed according to the Brown Act (72 hours in advance of the meeting at which the City Council considers the item).

**ATTACHMENTS:**

Attachment A – Employment Agreement
Attachment B – Resolution No. 2025 –
Attachment C – Estimate of Costs Associated with Amended Agreement
Attachment D – Budget Amendment

**ATTACHMENT A**

# CITY OF NEWPORT BEACH
# EIGHTH AMENDED AND RESTATED EMPLOYMENT AGREEMENT
# CITY ATTORNEY

This EIGHTH AMENDED AND RESTATED EMPLOYMENT AGREEMENT ("Agreement") is made effective as of July 8, 2025 ("Effective Date") and is entered into by and between the CITY OF NEWPORT BEACH, a California municipal corporation and Charter City ("Employer" or "City") and AARON C. HARP ("Employee"), an individual (sometimes collectively referred to herein as "the Parties").

## RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. Employee has been continuously employed by City as City Attorney since September 6, 2011. Employee is currently employed under a Seventh Amended and Restated Employment Agreement approved March 22, 2022 ("Employment Agreement").

C. The Parties mutually agree that they intend for this Agreement to supersede all prior Employment Agreements, and that upon execution of this Agreement, any prior Employment Agreements shall have no force or effect.

D. The Parties also mutually agree that this form of Agreement reflects the terms and conditions under which the Parties intend and desire to continue Employee's employment, and that there are no other Agreements between them oral, written, or implied.

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

## SECTION 1: Term

A. This Agreement shall become effective July 8, 2025, and shall terminate on December 30, 2028, subject to the City's right to terminate Employee's employment at any time as provided for in this Agreement, and Section 600 of the City Charter.

B. City's election not to extend this Agreement shall not entitle Employee to Severance pursuant to Section 7 of this Agreement.

**SECTION 2: Duties and Authority**

Employer agrees to continue to employ Employee as City Attorney, to exercise the powers and authority and to perform the functions and duties specified in the Newport Beach City Charter, the Newport Beach Municipal Code ("NBMC") and all relevant resolutions, rules, regulations, procedures, applicable job description(s) and state codes, as they currently or may in the future exist. Employee shall exercise such power and authority and perform such other functions and duties, not inconsistent with this Agreement, as Employer, by its City Council, may legally assign.

**SECTION 3: Compensation and Performance Evaluation.**

A. Employee's base salary shall be Three Hundred Twenty-Two Thousand, Seven Hundred, Fifty-Two Dollars and no/100 ($322,752) ("Base Salary), which shall go into effect for the entire pay period that includes July 8, 2025, and is within the approved salary range for the position.

B. After the Effective Date of this Agreement, the Base Salary shall be adjusted based on the percentage salary schedule/cost-of-living adjustment, if any, approved by the City Council for Key and Executive Management Employees, as outlined in the Key and Management Compensation Plan ("Compensation Plan"), and shall be paid in the same manner. The Parties expressly agree that the salary schedule for the City Attorney position, as adopted by the City Council via resolution, shall be adjusted as necessary to ensure that the Base Salary remains within the approved salary range for the position.

C. The Base Salary and compensation payable to Employee shall be subject to deductions and withholdings of all sums required for federal or state income tax, pension contributions, and all other taxes, deductions or withholdings required by then current state, federal or local law, prorated and paid on Employer's normal paydays for Key and Management Executive Management Employees ("Management Employees"). Employer shall also deduct sums Employee is obligated to pay because of participation in plans or programs described in Section 4 of this Agreement.

D. Employer, by the City Council, and Employee may set mutually agreed upon objectives for each year under this Agreement. Employer, by the City Council, may elect to conduct an evaluation of Employee's performance at any time or times during the period in which this Agreement remains in effect.

E. Effective December 26, 2025, and annually thereafter, Employee shall receive a lump sum performance bonus in the sum of two and one-half percent (2.5%) of his annual Base Salary, as adjusted ("Performance Bonus"), which shall be payable on the

normal payday that includes December 26. The Parties agree that this payment is non-PERSable and will not be reported to CalPERS.

F. Employee's compensation as discussed under this Section is not tied to the compensation of any other City employee or group of City employees, except as expressly provided in this Agreement.

**SECTION 4: Employee Benefits.**

A. Benefit Balances Carried Over. Employee shall not have a break in employment service between the prior Employment Agreement and this Agreement. All of Employee's accrued leave and other benefit balances shall carry over as agreed, and Employee's leave and benefit balances shall continue to accrue under the terms of applicable City policies and this Agreement.

B. Flex Leave. Employee shall accumulate Flex Leave as provided in the Compensation Plan, Executive Management category, at the rate designated for Employee's years of service in the "15 and over" category. Employee's maximum accrual for Flex Leave is limited to four hundred (400) hours. No Flex Leave shall further accrue beyond said maximum. The right to sell back accumulated Flex Leave shall be the same as other Management Employees and shall comply with the Leave Sellback provisions set forth in the Compensation Plan.

C. Administrative Leave. Employee shall be entitled to eighty (80) hours of paid Administrative Leave each year. Employee shall be credited with eighty (80) hours of paid Administrative Leave on the first pay period in January of each calendar year. Administrative Leave will not rollover from calendar year to calendar year and must be used each calendar year or no additional entitlement above eighty (80) hours shall arise or occur. Upon separation from employment, Employee shall be entitled to payment of any hours remaining of the eighty (80) entitled hours that were not used in the calendar year. Consistent with the Compensation Plan, there is no right to sell back any accumulated Administrative Leave.

D. Additional Benefits. Unless otherwise provided in this Agreement, Employee shall receive the same benefits as are available to Management Employees under the Compensation Plan and/or Employee Policy Manual ("EPM"), including, but not limited to, cafeteria benefits, LIUNA Supplemental Pension, IRS Section 125 Flexible Spending Accounts, short-term and long-term disability plans, life insurance plans, holiday pay, Holiday Closure Leave, and deferred compensation plans. This Agreement shall be deemed amended whenever the City Council adopts a resolution or acts changing these benefits under the Compensation Plan and/or EPM.

E. Automobile Allowance. Employee's duties require Employee to be available and to respond to demands of City business at all times and outside of regular business hours, including weekends. Employer shall, therefore, pay to Employee an Automobile Allowance of Five Hundred Dollars ($500) per month to respond to these demands of City business.

F. Phone Allowance. Employee shall be entitled to the same phone allowance as provided to any Management Employee.

G. Deferred Compensation. Employee has a 401(a) defined contribution plan account set up by the City, which is subject to the contribution limit under Internal Revenue Code Section 415(c)(1)(A), as adjusted for inflation. Beginning in 2025, and each calendar year thereafter, the City shall contribute to Employee's 401(a) defined contribution plan account, on a pre-tax basis, an annual amount equal to half of the current adjusted total contribution limit under Section 415(c)(1)(A) in effect for the applicable calendar year, which amount, or remainder thereof, shall be payable in bi-weekly installments. For 2025, Eleven Thousand Eight Hundred Forty-Six Dollars and 24/100 ($11,846.24) has already been contributed. The remaining balance for 2025 shall be contributed in twelve (12) equal bi-weekly installments over the remainder of the calendar year. Employee is immediately 100% vested in all Employer contributions made to his 401(a) defined contribution plan account. Employee shall not be entitled to the 401(a) contributions set forth in the Compensation Plan. City contributions to the 401(a) Plan cease immediately upon Employee's separation from employment with the City.

H. Amendment of Benefits. Except as expressly provided under Section 4 of this Agreement, Employee's benefits are not tied to the compensation of any other City employee or group of City employees.

I. Retirement-CalPERS. Employee's retirement contributions shall be the same as and shall be tied to the retirement contributions required by Tier I non-safety employees covered by the Compensation Plan, which is currently eleven and a half percent (11.5%) of compensation earnable. After the Effective Date of this Agreement, if there are changes to the retirement contributions required by Tier I non-safety employees covered by the Compensation Plan, as set forth in a council-approved Compensation Plan, this Agreement shall be deemed amended and Employee will be subject to the same formula or percentage contribution as is applied to the Tier I non-safety Management Employees covered under the Compensation Plan and for the same duration.

Employee retirement contributions that are in addition to the normal CalPERS Member Contribution shall be calculated on Base Salary, special pays, and other pays normally reported as "PERSable" compensation (known either as compensation earnable or

pensionable compensation) and will be made on a pre-tax basis through payroll deduction, to the extent allowable by law. The Parties agree that the City will not report as special compensation the value of any Employer Paid Member Contribution.

**SECTION 5: General Business Expenses**

A. Employer recognizes that Employee may incur expenses of a non-personal, job-related nature that are reasonably necessary to Employee's service to Employer. Employer agrees to either pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted according to Employer's normal expense reimbursement procedures, or such other procedure as may be designated by the City Council. To be eligible for reimbursement, all expenses must be supported by documentation meeting Employer's normal requirements and must be submitted within time limits established by Employer.

B. Employer shall reimburse Employee for expenses incurred while attending a reasonable number of League of Cities and other similar conferences relevant to the performance of Employee's duties. City shall pay Employee's annual California Bar Association dues, membership in the Orange County Bar Association and appropriate sections of that Association and the expenses for satisfying Employee's Mandatory Continuing Legal Education ("MCLE") obligations. It is not contemplated that travel outside of Orange County will be required for Employee to meet the MCLE obligations.

C. The expenses to be budgeted and paid in Section 5, Paragraphs A and B above, are exclusive of reasonable expenses related to events, participation in organizations, or attendance at events or meetings on behalf of the City as required by the City Council. Employer will separately budget and pay for membership and participation in community, civic or other organizations or events in which Employer requires Employee to participate.

**SECTION 6: At-Will Employment Relationship**

A. Consistent with Article VI of the City Charter, Section 600, Employee is appointed by and serves at the pleasure of the City Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate this Agreement and the employment of Employee at any time, with or without Cause (as defined below), and with or without notice. Employer shall pay Employee for all services through the effective date of termination and Employee shall have no right to any additional compensation or payment, except as provided in Section 7, Severance and Benefit Payoff at Termination and General Release Agreement, below.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign from Employee's employment with Employer, subject only to

Employee providing a minimum of forty-five (45) calendar days prior written notice to Employer of the effective date of Employee's resignation. Upon the effective date of resignation, Employee forfeits all compensation and benefits owing for the remainder of the term of this Agreement, as well as any potential "Severance" pay per Section 7 below.

**SECTION 7: Severance and Benefit Payoff at Termination and General Release Agreement**

A. Termination Without Cause. Notwithstanding any other provision of this Employment Agreement or applicable law, if Employer terminates this Agreement (thereby terminating Employee's employment) without Cause, as determined by the affirmative votes of a majority of the members of the City Council at a meeting of the City Council, and if Employee signs, delivers to the City Council, and does not revoke the Agreement of Separation, Severance and General Release Agreement in substantially the same form attached hereto as Exhibit A, as approved by counsel for the City to ensure all potential claims are released, then Employer shall pay Employee, beginning on the effective date of termination, a cash settlement equal to Employee's monthly Base Salary multiplied times twelve (12) or the number of months left on the unexpired term of the contract, whichever is less. In no event shall Employee receive a cash settlement that is greater than the monthly Base Salary of Employee multiplied by the number of months left on the unexpired term of the Agreement.

The lump sum payment described in this Section 7 (A) shall be referred to herein as "Severance."

B. Termination With Cause. If Employer terminates this Agreement (thereby terminating Employee's employment) with Cause, as determined by the affirmative votes of a majority of the members of the City Council at a meeting of the City Council, Employee shall not be entitled to any additional compensation or payment, including Severance. If the City Council intends to terminate with Cause, based on a reason or reasons set forth in subparts 5 or 6, immediately below, the Council shall first deliver to Employee a written Notice of Intent to Terminate, stating the reason or reasons for the proposed termination, and providing a thirty (30) day period for Employee to cure. If, in the City Council's independent judgment, Employee cures the identified reason or reasons for Cause termination, Employee shall not be terminated therefore.

As used in this Agreement, Cause shall only mean any of the following:

1. Conviction of a felony;

2. Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;

3. Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4;

4. Willful abandonment of duties;

5. Repeated failure to carry out a directive or directives of the City Council made by the City Council as a body; and

6. Any grossly negligent action or inaction by Employee that materially and adversely: (a) impedes or disrupts the operations of Employer or its organizational units; (b) is detrimental to employees or public safety; or (c) violates properly established rules or procedures of Employer.

C. Municipal Elections. In no event may Employee be terminated under this Section within ninety (90) days after any municipal election for the selection or recall of one or more of the members of the City Council.

D. Resignation. If Employee resigns or otherwise terminates this Agreement (thereby terminating Employee's employment), Employee shall not be entitled to any additional compensation or payment, including Severance.

E. Accrued Leave. Upon termination (regardless of reason), Employee shall be compensated for all accrued but unused Flex Leave and unused Administrative Leave.

**SECTION 8: Employee's Obligations and Hours of Work**

A. Employee shall devote Employee's full energies, interests, abilities and productive time to the performance of this Agreement and utilize Employee's best efforts to promote Employer's interests. Employee's duties may involve expenditures of time in excess of the regularly established workday or in excess of a forty (40) hour workweek and may also include time outside normal office hours, including attendance at City Council meetings. Employee's Base Salary includes compensation for all hours worked and Employee shall be classified as an exempt employee for purposes of overtime and shall not be entitled to any form of compensation for overtime. In recognition of the significant time Employee will need to devote outside normal office hours to business activities of Employer and the exempt salaried nature of the employment, Employee is permitted to exercise a flexible work schedule. However, consistent with this flexibility and Employee's participation in activities outside of the

office, Employee will generally be expected to keep office hours at City Hall during normal business hours, subject to paragraph B of this Section.

B. Employee is authorized to work the 9/80 schedule and to set/modify the 9/80 schedule, as needed, to account for the demands of City business.

**SECTION 9: Confidentiality**

Employee acknowledges that in the course of Employee's employment contemplated herein, Employee will be given or will have access to privileged, confidential and proprietary documents and information relating to the City, its residents, businesses, employees, and customers ("Confidential Information"). Such Confidential Information may include, but is not limited to, all information given to or otherwise accessible to Employee that is not public information or would be exempt from public disclosure as confidential, protected, exempt or privileged information. Employee shall hold the Confidential Information in trust for the City's benefit and shall not disclose the Confidential Information to others without the express written consent of City.

**SECTION 10: Outside Activities**

Employee shall not engage in any employment, activity, consulting service or enterprise for compensation, or otherwise, which is, actually or potentially, inconsistent, incompatible, in conflict, inimical to or which materially interferes with Employee's duties and responsibilities to Employer. (Government Code Section 1125 - 1129)

**SECTION 11: Indemnification**

A. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee. (Government Code Section 825, 995, et. seq.)

B. Notwithstanding the foregoing, and consistent with Sections 53243 through 53243.3 of the Government Code, Employee shall be required, if convicted of a crime involving an abuse of Employee's office or position, to fully reimburse the City for: (1) any paid leave salary offered by the City to the Employee; (2) any funds provided for the legal criminal defense of the Employee; (3) any cash settlement related to the termination

that Employee may receive; and (4) any other payments received by Employee from City that in any way relate to the foregoing.

**SECTION 12: Other Terms and Conditions of Employment**

Employer may fix other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or applicable law.

**SECTION 13: Notices**

A. Notice pursuant to this Agreement shall be given by depositing written notification in the custody of the United States Postal Service, postage prepaid, addressed as follows:

**EMPLOYER:**
City of Newport Beach c/o City Clerk
100 Civic Center Drive
Newport Beach, California 92660

**EMPLOYEE:**
Aaron C. Harp
at the home address then shown in Employer's files

B. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable in civil judicial practice. Notice shall be deemed given as of the date of personal service or five days after the date of mailing.

**SECTION 14: General Provisions**

A. Integration. This Agreement sets forth the final, complete and exclusive agreement between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into this Agreement or are otherwise rendered null and void. The Parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement. The foregoing notwithstanding, Employee acknowledges that, except as expressly provided in this Agreement, Employee's employment is subject to Employer's generally applicable rules and policies pertaining to employment matters, such as those addressing equal employment opportunity, sexual harassment and violence in the workplace, as they currently or may in the future exist, and Employee's employment is, and will continue to be, at the will of the City Council.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Choice of Law. This Agreement shall be interpreted and construed pursuant to and in accordance with the laws of the State of California and all applicable City Charter provisions, Codes, Ordinances, Policies and Resolutions.

D. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

E. Conflict with City Charter or Municipal Code. In the event of a conflict between the provisions of this Agreement and the City Charter, or this Agreement and the NBMC, the City Charter or the NBMC shall prevail over this Agreement. All other City personnel ordinances, resolutions, rules, and policies shall apply to Employee in the same manner as applied to other Executive Management Employees.

F. Employee's Independent Review. Employee acknowledges that Employee has had the opportunity and has conducted an independent review of the financial and legal effects of this Agreement. Employee acknowledges that Employee has made an independent judgment upon the financial and legal effects of this Agreement and has not relied upon any representation of Employer, its officers, agents or employees other than those expressly set forth in this Agreement. Employee acknowledges that Employee has been advised to obtain and has availed oneself of legal advice with respect to the terms and provisions of this Agreement.

G. Survival Clause. The obligations in Section 11 shall survive expiration or termination of the Agreement shall survive.

**[Signatures on next page]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:**

By:_____

**ATTEST:**

By:_____
Molly Perry,
City Clerk

**CITY OF NEWPORT BEACH,**
a California municipal corporation

Date: July 8, 2025

By:_____
Joe Stapleton,
Mayor

**EMPLOYEE**
Date: June 25, 2025

By:_____
Aaron C. Harp

**[END OF SIGNATURES]**

Attachment: Exhibit A - General Release Agreement

## Exhibit A

## GENERAL RELEASE AGREEMENT

This General Release Agreement ("Agreement") is entered into by and between AARON C. HARP ("Employee") and CITY OF NEWPORT BEACH ("Employer"), in light of the following facts:

A. Employee's employment with Employer concluded on _____.

B. Certain disputes have arisen between Employer and Employee.

C. Employer and Employee each deny any liability whatsoever to the other.

D. Employer and Employee wish to fully and finally resolve any and all disputes they may have with each other.

RECITALS

A. Employee is hereby informed that Employee has twenty-one (21) days from receipt of this Agreement to consider it. Employer hereby advises Employee to consult with Employee's legal counsel before signing this Agreement.

B. Employee acknowledges that for a period of seven (7) days following the signing of this Agreement ("Revocation Period"), Employee may revoke the Agreement. This Agreement shall not become effective or enforceable until the day the Revocation Period has expired.

C. Employee acknowledges that the Salary Payment referenced below in paragraph 1 of this Agreement represents all compensation, including salary, accrued benefit balances and reimbursed expenses, due and payable to Employee through the date of employment termination. Employee also acknowledges that Employer has made this Salary Payment without regard to whether Employee signs this Agreement. The Salary Payment does not constitute consideration for this Agreement. Employee acknowledges that the Severance referenced below in paragraph 2 of this Agreement is in excess of all amounts that are due and owing to Employee as a result of Employee's employment by Employer.

1. Receipt of Salary Payment. Employee hereby acknowledges receipt of a check or checks for all compensation owing to Employee, including salary, accrued benefit balances and reimbursed expenses ("Salary Payment") from Employer.

2. Severance. Within ten (10) days following Employee's signing, delivering to the City Council, and not revoking this Agreement during the Revocation Period, City shall pay Employee the gross amount provided for in Section 7 of the Eighth amended and Restated Employment Agreement effective July 8, 2025, less applicable deductions, and shall provide the months of medical benefits as provided in that same Section 7 ("Severance"). Employee acknowledges that the Severance is in excess of all amounts due and owing Employee as a result of Employee's employment by Employer.

3. General Release. Except as expressly provided herein, in consideration of the Severance to be paid and provided to Employee, and other good and valuable consideration, Employee hereby releases and discharges Employer and its past and present City Council Members, employees, representatives and agents, from all rights, claims, causes of action, and damages, both known and unknown, in law or in equity, concerning and/or arising out of Employee's employment with Employer which Employee now has, or ever had, including but not limited to any rights, claims, causes of action or damages arising under Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Family and Medical Leave Act of 1993, the Domestic Partners Act of 2003, the California Labor Code, the Private Attorneys General Act of 2004, the California Moore-Brown-Roberti Family Rights Act, the California Unruh Civil Rights Act, the California Fair Employment and Housing Act, any other federal, state, or local employment practice legislation, or any federal or state common law, including wrongful discharge, breach of express or implied contract, or breach of public policy.

   Nothing in this Agreement shall affect: the City's obligation to indemnify and defend Employee as provided for in Government Code Sections 825, 995, et. seq.; the EEOC or DFEH rights and responsibilities to enforce Title VII of the Civil Rights Act of 1964, as amended; the Fair Employment and Housing Act; or any other applicable law, nor shall anything in this Agreement be construed as a basis for interfering with Employee's protected right to file a charge with, or participate in an investigation or proceeding conducted by the EEOC or any other state, federal or local government entity; except that, if the EEOC or any other state, federal or local government entity pursues a lawful investigation

or issues a complaint on Employee's behalf, Employee specifically waives and releases Employee's right, if any to recover any monetary or other benefits of any sort whatsoever arising from any such investigation, nor will Employee seek reinstatement to employment with Employer.

Except as expressly provided herein, Employee hereby waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California. Employee understands and acknowledges the significance and consequences of this specific waiver of Section 1542. Section 1542 of the Civil Code of California states as follows:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of Employer and its past and present City Council Members, employees, representatives and agents, Employee expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which Employee does not know or suspect to exist in Employee's favor.

Employee further acknowledges that Employee has read this General Release and that Employee understands that this is a general release, and that Employee intends to be legally bound by the same.

4. Fees. Employee and Employer agree that in the event of litigation relating to this General Release Agreement, the prevailing party shall not be entitled to recover its reasonable attorneys' fees.

5. Older Workers' Benefits Protection Act. It is the intention of the parties that the releases contained in this Agreement apply to all claims of any kind against the Employer. In order to comply with the Older Workers' Benefits Protection Act (29 U.S.C. § 626(f)) and effectuate the release by Employee of any potential claims under the federal Age

Discrimination in Employment Act, Employee agrees as follows: (i) Employee has carefully reviewed the foregoing Agreement, and understands the terms and conditions it contains; (ii) by entering into this Agreement, Employee is giving up potentially valuable legal rights, and Employee intends to be bound by all the terms and conditions set forth above; (iii) Employee is entering into this Agreement freely, knowingly, and voluntarily; (iv) Employee has had 21 days to consider whether to agree to the terms and conditions set forth in this Agreement; and (v) for a seven (7) day period following Employee's execution of this Agreement, Employee may revoke this Agreement by delivering a written revocation to counsel for the Employer, and this Agreement shall not become effective nor enforceable until the revocation period has expired

**[Signatures on Next Page]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the dates written below.

| | |
|---|---|
| **APPROVED AS TO FORM:**<br>**CITY ATTORNEY'S OFFICE**<br>Date:_____ | **CITY OF NEWPORT BEACH,**<br>a California municipal corporation<br>Date:_____ |
| By:_____ | By:_____<br>Mayor |
| **ATTEST:**<br>Date:_____ | **EMPLOYEE**<br>Date:_____ |
| By:_____<br>City Clerk | By:_____<br>Aaron C. Harp |

**[END OF SIGNATURES]**

# RESOLUTION NO. 2025-44

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWPORT BEACH, CALIFORNIA, AMENDING THE SALARY SCHEDULE AND ADOPTING A NEW SALARY RANGE FOR THE CITY ATTORNEY

**WHEREAS,** Newport Beach Municipal Code Section 2.28.010 authorizes the City Council of the City of Newport Beach ("City") to establish terms of employment, including compensation and benefits, for City employees;

**WHEREAS,** the City Council previously adopted Resolution No. 2023-53 which established the salary range for the City Manager and City Attorney;

**WHEREAS,** the City desires to provide a four percent base salary increase to the City Attorney, which requires an adjustment to the salary range for this position;

**WHEREAS,** the City Council wishes to modify the salary range for the City Attorney by the amount needed to accommodate the base wage increase set forth in his employment agreement; and

**WHEREAS,** by adopting this resolution, the City Council intends to amend the salary schedule as set forth in Exhibit "A," which is attached hereto and incorporated herein by reference, to be in conformance with the City Attorney's employment agreement.

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

**Section 1:** The City Council does hereby approve the salary range for the City Attorney as set forth in Exhibit "A," which shall be effective for the entire pay period that includes July 8, 2025, and which shall prevail over any previously adopted salary range for the City Attorney that conflicts herewith. After July 8, 2025, the salary range for the City Attorney shall adjust with the percentage salary schedule/cost-of-living adjustments approved by the City Council for Key and Management Executive Management Employees as set forth in the City Council-approved Key and Management Compensation Plan and/or any amendments thereto.

**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 8th day of July, 2025.

_____
Joe Stapleton
Mayor

**ATTEST:**

_____
Molly Perry
Interim City Clerk

**APPROVED AS TO FORM:**
CITY ATTORNEY'S OFFICE

_____
Yolanda Summerhill
Assistant City Attorney

Attachment: Exhibit A – City Attorney Salary Schedule Adjustment

Exhibit A

The City of Newport Beach
City Attorney Salary Schedule Adjustment
Employment Agreement Term: July 8, 2025 - December 30, 2028

Effective June 28, 2025 - Salary Range Adjustment

| POSITION | GRADE | RANGE | HOURLY RATE | MONTHLY RATE | ANNUAL SALARY |
|---|---|---|---|---|---|
| City Attorney | 18 | Low | $ 99.48 | $ 17,243 | $ 206,911 |
| City Attorney | 18 | Mid | $ 127.32 | $ 22,069 | $ 264,832 |
| City Attorney | 18 | High | $ 155.17 | $ 26,896 | $ 322,752 |

Hourly rates are rounded to the nearest hundredth. Monthly and annual salaries are rounded to the nearest whole dollar.
Actual rates may vary slightly due to rounding.

# ATTACHMENT C

**City of Newport Beach**
**City Attorney Contract**

| | Current | FY 2025-26 | Total |
|---|---|---|---|
| **Key Contract Terms**[3] | | | |
| Base Salary Adjustment | | 4.00% | |
| **Summary of Proposal Cost** | | | |
| **Baseline Compensation** | | | |
| Base Pay | $310,339 | $12,414 | $322,753 |
| Performance Bonus | - | 8,069 | 8,069 |
| Pension Contribution | 21,475 | 859 | 22,335 |
| Cafeteria Plan | 20,700 | - | 20,700 |
| 401a Contribution | 22,000 | 15,500 | 37,500 |
| Other City Paid Benefits [1] | 28,206 | 614 | 28,820 |
| **Total** | **$ 402,721** | **$ 37,456** | **$ 440,176** |
| **Cumulative Impact on Employee Compensation** | | | |
| Base Salary Increase | | 4.00% | |
| Total Compensation Increase [2] | | 9.30% | |

**Notes**

[1] Includes Medicare, compensated absences, employee assistance program, phone allowances, life insurance, retiree health savings, and disability premium.

[2] Measured based on the total of all pay and benefits.

[3] Reflects upcoming year's contract provisions. Other provisions are tied to K&M, which has not yet been approved by Council.

**ATTACHMENT D**

# City of Newport Beach

BUDGET AMENDMENT

2025-26

**BA#: 26-007**

Department: City Manager

Requestor: Tara Finnigan

**ONE TIME:** ☑ Yes ☐ No

☐ **CITY MANAGER'S APPROVAL ONLY**

☑ **COUNCIL APPROVAL REQUIRED**

***Approvals***

**Finance Director:** Date 6/27/25

**City Clerk:** Date

**EXPLANATION FOR REQUEST:**

To appropriate expenditure accounts to fund the Eighth Amended and Restated Employment Agreement for the City Attorney.

☐ from existing budget appropriations
☐ from additional estimated revenues
☑ from unappropriated fund balance

**REVENUES**

| Fund # | Org | Object | Project | Description | Increase or (Decrease) $ |
|---|---|---|---|---|---|
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | Subtotal | $ - |

**EXPENDITURES**

| Fund # | Org | Object | Project | Description | Increase or (Decrease) $ |
|---|---|---|---|---|---|
| 010 | 01015005 | 711001 | | CITY ATTORNEY ADMIN - SALARIES MISCELLANEOUS | 14,275.61 |
| 010 | 01015005 | 722001 | | CITY ATTORNEY ADMIN - PENSION EE NORMAL COST MISC | 646.75 |
| 010 | 01015005 | 723002 | | CITY ATTORNEY ADMIN - PENSION ER NORMAL COST MISC | 496.54 |
| 010 | 01015005 | 724001 | | CITY ATTORNEY ADMIN - PENSION EE CONTRIB MISC | (713.78) |
| 010 | 01015005 | 727016 | | CITY ATTORNEY ADMIN - MEDICARE FRINGES | 90.00 |
| 010 | 01015005 | 728003 | | CITY ATTORNEY ADMIN - COMPENSATED ABSENCES | 217.24 |
| 010 | 01015005 | 727017 | | CITY ATTORNEY ADMIN - PARS DC 401A | 15,500.00 |
| | | | | - | |
| | | | | - | |
| | | | | - | |
| | | | | Subtotal | $ 30,512.36 |

**FUND BALANCE**

| Fund # | Object | Description | Increase or (Decrease) $ |
|---|---|---|---|
| 010 | 300000 | GENERAL FUND - FUND BALANCE CONTROL | **(30,512.36)** |
| | | - | - |
| | | - | - |
| | | - | - |
| | | Subtotal | **$ (30,512.36)** |

***Fund Balance Change Required***

| Fund # | Org | Object | Project | Description | Increase or (Decrease) $ |
|---|---|---|---|---|---|

# July 8, 2025, City Council Agenda Comments

The following comments on items on the Newport Beach City Council agenda are submitted by:
Jim Mosher ( jimmosher@yahoo.com ), 2210 Private Road, Newport Beach 92660 (949-548-6229)

## *Item 1. Minutes for the June 24, 2025 City Council Meeting*

The passages shown in *italics* below are from the draft minutes with suggested corrections shown in ***~~strikeout~~*** ***underline*** format. The page numbers refer to Volume 66.

**Page 339**, Item III: **The title "III. PUBLIC COMMENTS" is misplaced**.

The video shows Item III consisted solely of a reading of the notice regarding public comments by the Interim City Clerk, and seems to have been relocated in the agenda sequence by the Mayor. The clock visible on the wall confirms the reading took place after the Council returned at 4:30 p.m. from a brief recess and was not part of the earlier study session. **It occurred between Items "VI. ROLL CALL" and "VII. INVOCATION." and should be so indicated in the minutes, not at the location shown in the draft.**

The public comment listed under the "III. PUBLIC COMMENTS" heading in the draft was not in response to the Item III reading. It occurred before 4:30 p.m. and was part of study session Item SS2. **Moving the Item III heading (but not the comment) to its proper location later in the agenda will correct that error**.

**Page 339**, paragraph 2 from end (part of the misplaced comments described above), last sentence: "*He also noted, independent of his role on the General Plan Advisory Committee, that* ***~~there are additional materials linked~~*** *at the end of the AAM staff report* ***~~that are~~*** ***there is a link to a page with*** *very helpful* ***additional information****, including a link to a video of a symposium held in Palm Springs containing an in-depth discussion about AAM*."

[**comment**: I suspect the reason the staff report did not directly link to the additional materials, but, insteading, linked to a separate webpage ("newportbeachca.gov/AAM") containing links to the material is that, for reasons unknown to me, when staff reports (and comments such as this) get archived to the City's Laserfiche permanent storage system, the hyperlinks within them continue to display as hyperlinks, but become non-functional and (frustratingly) cannot be used unless the URL is spelled out in full for copying and pasting into a web browser. In the case of the AAM video, the URL is 81 characters long and likely could not have been displayed, in full, on a single line of the staff report.]

**Page 347**, last appointment item:

"*3. Interim City Clerk Perry read the ballot votes for the City Arts Commission as follows:*

*David Anastos – Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand*
*Rita Goldberg - Grant****, Kleiman, Weigand***
*Melissa Kandel - Barto, Blom, Grant,* ***~~Kleiman,~~*** *Stapleton, Weber, Weigand*
*Tiare Meegan - Barto, Blom, Kleiman, Stapleton, Weber****~~, Weigand~~***
*Laurel* ***~~Tipett~~*** ***Tippett*** *- Barto, Blom, Grant, Kleiman, Stapleton, Weber, Weigand*

*Interim City Clerk Perry announced that David Anastos, Melissa Kandel, Tiare Meegan, and Laurel Tippett were appointed to the City Arts Commission*."

[**comment**: As of this writing, the ballots have not been copied to the meeting agenda's Laserfiche archive, but the votes shown in the draft minutes differ from those read at the meeting (as recorded in the video) as shown. In addition to correcting the misspelling of "Tippett" and the votes, it might be noted that the staff report indicated three of the City Arts Commission appointments were for terms ending in 2029 and one for a term ending in 2026.[1] Neither the Council nor the Clerk indicated which appointees were being appointed to which terms. The tradition seems to have been the appointee with the least votes gets the shortest term. In this case, that would be Tiare Meegan. However, since this was not discussed it is not clear that was the intent here.]

## *Item 4. Resolution No. 2025-41: Adopting a Memorandum of Understanding with the Newport Beach Professional and Technical Employees Association and Associated Salary Schedule*

It is a bit confusing since there may be more than one version of the Council agenda posted in more than one place, but it appears that as of July 7, the MOU being presented for approval on July 8 as Attachment A to Resolution No. 2025-41 and promised to be "available for viewing prior to the meeting" is not yet available for viewing.

This is particularly strange since a version of what purported to be the MOU was presented for review at the June 24 Council meeting. Is the present "Attachment A" any different from that? Why has it not been provided?

## *Item 5. Resolution No. 2025-42: Adopting a Memorandum of Understanding with the Newport Beach Police Management Association and the Associated Salary Schedule*

Unlike agenda Item 4, the MOU being presented for possible adoption is included in the packet.

What is peculiar about this one is that the document history on page 5-38 indicates the Mayor signed it on July 3, without the Council having acted on the item or having given the Mayor authority to sign.

---

[1] Retaining the ending dates of the board & commissioners' 4-year terms is important to ensuring a gradual replacement of position holders rather than a wholesale replacement in any one year. The original City Charter Section 702, approved by voters on June 8, 1954, required the original members of 5-member boards to arrange themselves into something like a 1-1-1-2 pattern of yearly appointment numbers, and 7-member boards into a 1-2-2-2 pattern. Apparently in connection with a measure to expand the Planning Commission to nine members,, this was changed less than a year later when, at the April 10, 1955, Municipal election, voters approved an amendment requiring at least 1 appointment each year, but allowing up to 3. When the seven-member City Arts Commission was created by a Charter amendment that was part of Proposition 1 at the April 9, 1974, election, the original members may have used that to organize their terms into a 1-1-2-3 annual appointment structure (an additional Charter amendment in 1992 gave the Council discretion to change the number of members of the Arts Commission – and only it – by ordinance or resolution, but it is unclear if that has ever been used).The massive Charter changes wrought by Measure EE in 2012 rewrote Section 702, vaguely leaving the appointment rotation structure of new boards and commissions completely to the discretion of the Council at the time of the initial appointments.

## *Item 6. Resolution No. 2025-43: Requesting a CalPERS Contract Amendment to Eliminate Section 20516(a) Cost Sharing for Citywide Miscellaneous Tier I Employees*

The staff report indicates that getting this amendment initiated "is a matter of great urgency" because of pending contract negotiations, but is less clear about the status of the cost sharing between now and when the amendment is completed, which it anticipates will be "at least a few months" away (and it says nothing about the amendment, if approved, being retroactive).

Who will be paying the cost sharing amounts between now and then if the contracts with the employee groups say one thing and the contract with CalPERS says something different? Or are the employee contracts being written in such a way that they will pay whatever the CalPERS contract says (in other words, make no change in cost sharing obligations until after a change to the CalPERS contract is completed)?

## *Item 7. Approval of a Professional Services Agreement with Arts Orange County to Manage Phase X of the Sculpture Exhibition in Civic Center Park*

The staff report implies the contractor will be working to a timeline set by the City Arts Commission.

Since the contract does not seem to have been posted in a machine-readable format, it is a little difficult for me to verify, but I don't think the expectation that the contractor will be working to an Arts Commission dictated timeline is part of the contract.

Another concern is with the agreement, in the Scope of Services on page 7-17, of the Community Input process by which applications for inclusion in the exhibition become part of the public survey determining the final selections. While there may be a need to reduce the entries to a manageable number for the public to evaluate, I believe that at one time the Commission's role in that was limited to eliminating entries that were unsuitable for objective reasons (such as use of materials not suitable for 2- or 3-year outdoor display). As has happened in recent years, Section 3.2 of the proposed Scope of Services appears to give the Commission unlimited authority to restrict the public survey to pieces that meet the Commission's tastes.

To avoid the public being given no real choice, shouldn't the contract set a minimum number of entries to be presented for consideration by the public?

## *Item 8. Irrigation Controller Replacement Phase 2 - Notice of Completion for Contract No. 9735-1 (25P02)*

This contract seems remarkable in that it was completed, according to this report, at the exact original contract price (not a penny more or less).

That contract, as approved as Item 5 at the March 25, 2025, meeting, included a 5% contingency, but did not allow extra compensation for unforeseen difficulties. Usually there are either cost savings found or change orders made, but apparently there were none here.

It also seems remarkable that the work was completed in 29 days when 120 were allowed.

## *Item 9. Tentative Memorandum of Understanding with Newport Beach Lifeguard Management Association (NBLMA)*

The effort to provide a redline of the proposed MOU for review prior to final action on it at a future meeting is commendable.

However, and while I may be confused due to possibly different versions of Council agenda posted at different locations, as of July 7, I have been unable to find the proposed MOU, but only a promise it "*will be available for viewing prior to the meeting*."

## *Item 14. General Plan Update Steering Committee (GPUSC) Bi-Monthly Update to the City Council*

As a member of GPAC, but commenting as a private citizen, I would observe, as must be obvious, that it has been more than two months since the last GPUSC "bi-monthly" update to the City Council. As the report alludes to, I suspect the delay may have been due, in part, to the Council's decision in January and February to terminate all the existing GPAC appointments and re-appoint 24 of them. I can say personally that this had a quite demoralizing effect and significantly, and unnecessarily, delayed the effort. It also resulted in the loss of two of the most highly engaged members.

Partially as a result of this, I believe the Council will ultimately be receiving a largely staff and consultant written General Plan, with relatively small pieces subjected to citizen review. Absent so far has been any real effort to compare the staff/consultant proposals to the current plan, highlighting what is new and what has been removed, and why. I hope that will be included when something eventually gets to the Council.

Speaking as a citizen who attended all but one of the workshops detailed in Attachment B, I would observe participation was considerably less "robust" than it may appear from the report. At the earlier workshops, the few unaffiliated citizens in attendance were far outnumbered by staff, consultants and GPAC members. And even counting better attendance at the final one, the fraction of the Newport Beach population providing input remains extremely small. Participation through the Newport, Together website also appears to have been minimal, suggesting most of the public may not even be aware of the update effort. It looks like no comments have been added through it since December, and very few before that.

## *Item 17. Fourth Amended and Restated Employment Agreement for City Manager*

This proposed Agreement, which was apparently developed in closed session, strikes me as fiscally irresponsible.

The City already has a contract for Grace Leung's services through December 30, 2026. That contract provides for no extra or continuing compensation in the event she voluntarily ceases to provide those services; that is, if she retires prior to its end, such as on December 30, 2025. While it is true the existing contract provides an extremely generous severance package should the Council involuntarily terminate Ms. Leung prior that Agreement's normal end, Council members have repeatedly praised her performance.

The present proposal allows Ms. Leung to leave at the end of 2025, yet be paid, in effect, through the end of calendar year 2026, without having to provide any services to the City during that final year of the current contract – a year in which City taxpayers will have to pay a different, and possibly higher-paid City Manager to provide the services that Ms. Leung will effectively be paid for but not providing.

Given the Council's public praise of Ms. Leung, I see no reason to alter the existing contract and put taxpayers to this extra expense. If Ms. Leung wishes to retire on December 26, that is her choice, but neither the Council, nor Newport Beach taxpayers, should be under any obligation to pay her anything extra for doing so.

Should the Council, alternatively, regard this as a retirement gift – a bonus for extraordinary service during her tenure here – I believe that would run afoul of the California Contsitution's Article XI, Section 10 prohibition against cities, including charter cities,[2] granting extra compensation for work contracted for and already performed. As we have been frequently reminded, California courts have carved out exceptions to this rule allowing retroactive adjustments during a time of contract negotiation, but that is not the circumstance here, since this does not seem in any way related to retaining or continuing service. Similarly, we have been reminded that charter cities are not *prohibited* from making gifts of public funds unless such a restriction is self-imposed in its charter. But not being *prohibited* in general does not mean they are *allowed* to make a gift expressly precluded by the Constitution.

Given all this, if the public praise was insincere, and the Council has found some reason it wants to terminate Ms. Leung, but cannot do so "for cause,"[3] then the staff report should clearly lay out the options available. Of particular interest would be how the cost to taxpayers of an involuntary separation on December 26, 2025 (or some earlier or later date), subject to the existing severance provisions, compares to the cost of the present proposal.

## *Item 18. Eighth Amended and Restated Employment Agreement for City Attorney*

It would have been helpful to provide a redline of the current agreement (contract C-7034-5) compared to this proposed one.

I also have trouble deducing from either the staff report or Attachment C how the annual cost of the proposed agreement compares to the cost expected under the existing agreement.

In view of the previous agenda item, the Council might wish to reconsider the extremely generous severance packages it is offering its employees. In the present case, the proposal will apparently roll back to 12 months the existing promise of 18 months severance, which roll-back, without the amendment, would not have happened until March 2026. However, one might wonder why even 12 months is being offered? It seems to significantly restrain the Council's ability to change employees even when it thinks a change would benefit the City.

---

[2] The otherwise plenary authority to set employee compensation granted to charter cities by Section 5 is expressly limited, in that section, by the other provisions of Article XI.

[3] Under the current Agreement, a "for cause" separation requires no additional compensation of any kind to be paid beyond the separation date.