

**CITY OF NEWPORT BEACH
CITY CLERK - EMPLOYMENT AGREEMENT**

This CITY CLERK EMPLOYMENT AGREEMENT ("Agreement") is made as of October 14, 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 LENA SHUMWAY ("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. Pursuant to Section 600 of the City Charter, the City Council is charged with appointing the City Clerk.
- C. Following a screening of those people eligible for appointment as City Clerk, the City Council has determined that Employee is the most qualified to be City Clerk.
- D. The City desires to employ Employee as the City Clerk and to enter into this Agreement with Employee upon the terms and conditions set forth in this Agreement.
- E. Employee is willing to accept such employment on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned Parties as follows:

SECTION 1: Term

- A. Employee shall become City Clerk on October 20, 2025, and this Agreement shall terminate on December 31, 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 past December 31, 2028, shall not entitle Employee to Severance pursuant to Section 7 of this Agreement.

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SECTION 2: Duties and Authority

Employer agrees to employ Employee as City Clerk 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. Employer agrees that Employee's annual base salary shall be Two Hundred Thousand Nine Hundred Seventy-Seven Dollars and no/100 (\$200,977.00) ("Base Salary"), which shall go into effect October 20, 2025.
- 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 Clerk 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, 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 including, but not limited to, deductions for contributions to the LIUNA Supplemental Pension.
- 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.

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SECTION 4: Employee Benefits

- A. 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 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.
- B. Administrative Leave. Effective October 20, 2025, Employee shall be awarded forty (40) hours of paid Administrative Leave. Effective January 1, 2026, Employee shall be awarded eighty (80) hours of paid Administrative Leave. Thereafter, Employee shall be entitled to eighty (80) hours of paid Administrative Leave per calendar year and shall be credited with said leave the first pay period in January of each calendar year. Administrative Leave will not accrue from calendar year to calendar year and must be used each calendar year or no additional entitlement above eighty (80) hours of paid Administrative Leave shall arise or occur. Upon separation from employment, Employee shall be entitled to payment of any hours remaining of the eighty (80) hours of paid Administrative Leave that were not used in the calendar year. Consistent with the Compensation Plan, there is no right to sell back any accumulated Administrative Leave.
- C. 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, the LIUNA Supplemental Pension, cafeteria benefits, 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. Employee expressly agrees that she shall be subject to the same terms, conditions, and restrictions applicable to such benefits, and to the same extent as any other Executive Management Employees including, but not limited, to the provisions related to vesting in the LIUNA Supplemental Pension plan.
- D. Annual Physical Exam. Employee may undergo an annual physical examination each calendar year, and City shall reimburse Employee for the actual cost of the examination up to a maximum of One Thousand Dollars (\$1,000).
- 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,

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including weekends. Employer shall, therefore, pay to Employee an automobile allowance of Four Hundred Dollars (\$400) 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 Executive Management Employee.
- G. Deferred Compensation. Employer shall contribute to Employee's City - sponsored 457 deferred compensation account as follows: Effective the pay period that includes October 20, 2025, Employer shall contribute Three Percent (3%) of Employee's Base Salary, biweekly, towards Employee's deferred compensation account.

Under federal law, there is an annual maximum contribution which may be made to an employee's defined contribution plan account. If 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 Employee any additional compensation related to this Section.

City contributions to the deferred compensation account shall cease immediately upon Employee's separation from employment with the City.

- H. 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, as of July 22, 2025, is eight percent (8%) of compensation earnable. 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, during the term of this Agreement, 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 Executive 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.

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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 dues, membership and subscriptions of Employee necessary for continuation and participation in professional organizations as Employer and Employee may agree from time to time.
- 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 which are held in the continental United States and arranged in accordance with the City's Travel Policy.
- 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. 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

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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. Termination Without Cause. Except as set forth in Section 1, and 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 approved by the City Attorney to ensure all potential claims associated in any way with Employee's employment are released, as determined in the sole discretion of the City Attorney, then Employer shall pay Employee beginning on the effective date of termination a cash settlement equal to the lesser of: (1) Employee's monthly Base Salary and the current applicable monthly cafeteria allowance provided in the Compensation Plan, multiplied by the number of months remaining on the unexpired term of Employee's Agreement; or (2) Employees monthly Base Salary and the current applicable monthly cafeteria allowance provided in the Compensation Plan multiplied by six (6). In no event shall Employee receive a cash settlement that is greater than the monthly Base Salary of Employee and the current applicable monthly cafeteria allowance provided in the Compensation Plan 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, as provided for in Section 7.

As used in this Agreement, Cause shall only mean any of the following:

- Conviction of a felony;
- Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;

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- Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4.
 - Willful abandonment of duties;
 - Repeated failure to carry out a directive or directives of the City Council made by the City Council as a body; and/or
 - 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. 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.
- D. 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

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. Notwithstanding the foregoing, Employee shall be authorized to work a 9/80 schedule and shall have the flexibility to modify the day she takes the 9/80, if it is within the same pay period.

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 Manager
100 Civic Center Drive
Newport Beach, California 92660

EMPLOYEE:

Lena Shumway
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.

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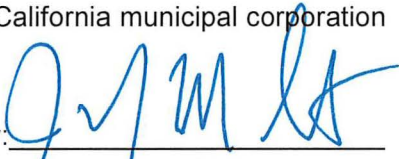
- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Choice of Law. This Agreement shall be interpreted and construed pursuant to and in accordance with the laws of the 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 FOLLOWING PAGE]

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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: October 14, 2025

EMPLOYEE,
An Individual,

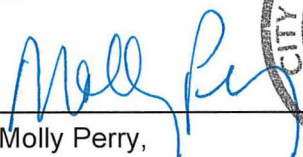
By: 
Lena Shumway

Date: October 14, 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]