

## ATTACHMENT A

### TEMPORARY EMPLOYMENT AGREEMENT WITH MOLLY MCLAUGHLIN PERRY FOR CITY CLERK SERVICES

THIS AGREEMENT FOR POST RETIREMENT TEMPORARY EMPLOYMENT ("Agreement") is made effective as of the 16th day of June, 2025 ("Effective Date"), by and between the City of Newport Beach, a California municipal corporation and charter city ("City") and MOLLY MCLAUGHLIN PERRY ("Employee"), 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 the City.
- B. City requires temporary assistance in the City Clerk's Office for City Clerk services.
- C. The City desires to employ Employee on a provisional "at will" basis and to enter into an Agreement with Employee for temporary City Clerk employment services ("Position") upon the terms and conditions in this Agreement.
- D. Employee is willing to accept such temporary 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:

#### 1. TERM

The term of this Agreement shall commence on June 16, 2025, and shall end October 17, 2025, unless terminated earlier as provided herein.

#### 2. SERVICES TO BE PERFORMED BY EMPLOYEE

2.1 Services shall include the following: City Clerk, as further described in the Job Description attached hereto as Exhibit A and incorporated herein by reference.

2.2 All duties shall be performed in compliance with City ordinances, policies, rules and regulations. Employee shall familiarize herself with the City's Employee Manual. At all times, Employee agrees to perform all services related to Employee's employment hereunder faithfully and diligently and to discharge the responsibilities thereof to the best of Employee's ability.

### **3. COMPENSATION**

3.1 As consideration for the performance of specified services under this Agreement, Employee shall be compensated as follows:

3.1.1 Pay of **Ninety-Two Dollars and 02/100 (\$92.02)** per hour for hours worked pursuant to this Agreement. Employee shall be paid on a bi-weekly basis corresponding to the City's payroll schedule and Employee is subject to State and Federal income tax withholdings. This amount shall be considered just compensation and no additional benefits, except for those benefits mandated by state or federal law, or holiday pay will be provided under this Agreement.

3.1.2 Employee shall maintain and submit complete records of time expended pursuant to this Agreement and corresponding to City's payroll schedule.

### **4. HOURS**

4.1 Employee shall be required to attend all City Council meetings and is expected to be physically present at City Hall no fewer than three days per week. The Employee's work hours shall not exceed eight (8) hours per day or forty (40) hours per week.

4.2 It is expressly understood that Employee is a nonexempt Employee and employment is for a provisional, "at will" position.

4.3 Notwithstanding any federal and state laws, regulations or orders, Employee shall not work more than 960 hours during the term of the Agreement in accordance with CalPERS post retirement employment guidelines. Employee shall be responsible for monitoring the hours worked during these time periods to ensure full compliance.

### **5. NOTICES**

5.1 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.

5.2 All notices, demands, requests or approvals from Employee to City shall be addressed to City at:

Attn: Joe Stapleton, Mayor  
City of Newport Beach  
100 Civic Center Drive  
Newport Beach, CA 92660

5.3 All notices, demands, requests or approvals from City to Employee shall be addressed to Employee at:

Molly McLaughlin Perry  
Address on File with City Manager

## **6. TERMINATION**

6.1 Employee's employment is "at will" which means that Employee's employment with City may be terminated at any time, with or without cause, by either party by giving 24 hours prior written notice to the other party. The parties agree that this Agreement shall be deemed terminated upon the appointment of a new permanent or interim City Clerk by the City Council.

6.2 Provisional Employee shall mean any person who, pursuant to an Appointment, contract or otherwise, performs work that is generally identified in the Annual Budget and is of limited duration or seasonal in nature.

6.3 Employee's employment status can only be changed by the City Council.

6.4 Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from the temporary position with the City.

6.5 No promises or representations regarding regular, full time or permanent employment status have been made to Employee and Employee has no expectation of permanent employment with the City. Furthermore, Employee has no expectation of Civil Service classification, rights or status under this Agreement.

6.6 Upon termination of this Agreement, the City shall pay to Employee that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

## **7. EFFECT OF PRIOR AGREEMENTS**

This Agreement supersedes any prior agreement between the City and the Employee, except that this agreement shall not affect or operate to reduce any benefit or compensation inuring to the Employee of a kind elsewhere provided and not expressly provided in this Agreement.

## **8. OWNERSHIP OF DOCUMENTS**

Each record, document and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by Employee, 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 Employee or any other party.

## **9. CONFIDENTIALITY**

Employee shall hold and safeguard confidential information in trust for the City and shall not, without the prior written consent of the City, misappropriate or disclose or make available to anyone for use outside the City at any time, either during her employment with the City or subsequent to the termination of her employment with the City for any reason, including, without limitation, termination by the City for cause or without cause, any confidential information, whether or not developed by Employee, except as required in the performance of Employee's duties to the City. All documents, including drafts, preliminary and communications that result from the services in this Agreement, shall be kept confidential unless City authorizes in writing the release of information.

## **10. CONFLICTS OF INTEREST**

10.1 The Employee shall be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

10.2 Employee shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City.

## **11. OUTSIDE ACTIVITIES**

Employee is expected to devote her full time, attention and efforts to the performance of her assigned duties during those times she is working for the City. Employee shall not engage in any outside employment or business activities during her workday. Employee shall not engage in any employment, outside activity, or enterprise that is inconsistent, incompatible or in conflict with, or that interferes with, her ability to perform the duties, functions, or responsibilities of her Position.

## **12. STANDARD PROVISIONS**

12.1 Recitals. City and Employee acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

12.2 Compliance with all Laws. Employee shall, at her 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 Employee shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements.

12.3 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Job Description or any other attachments attached hereto, the terms of this Agreement shall govern.

12.4 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.

12.5 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.

12.6 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 approved by the City Council.

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 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.

12.11 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.

**CITY OF NEWPORT BEACH,**  
a California municipal corporation  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Joe Stapleton  
Mayor

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

Date: 5/12/25  
By: A.C. Harp  
Aaron C. Harp  
City Attorney

**EMPLOYEE:** Molly McLaughlin Perry

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Molly McLaughlin Perry

**ATTEST:**  
Date: \_\_\_\_\_

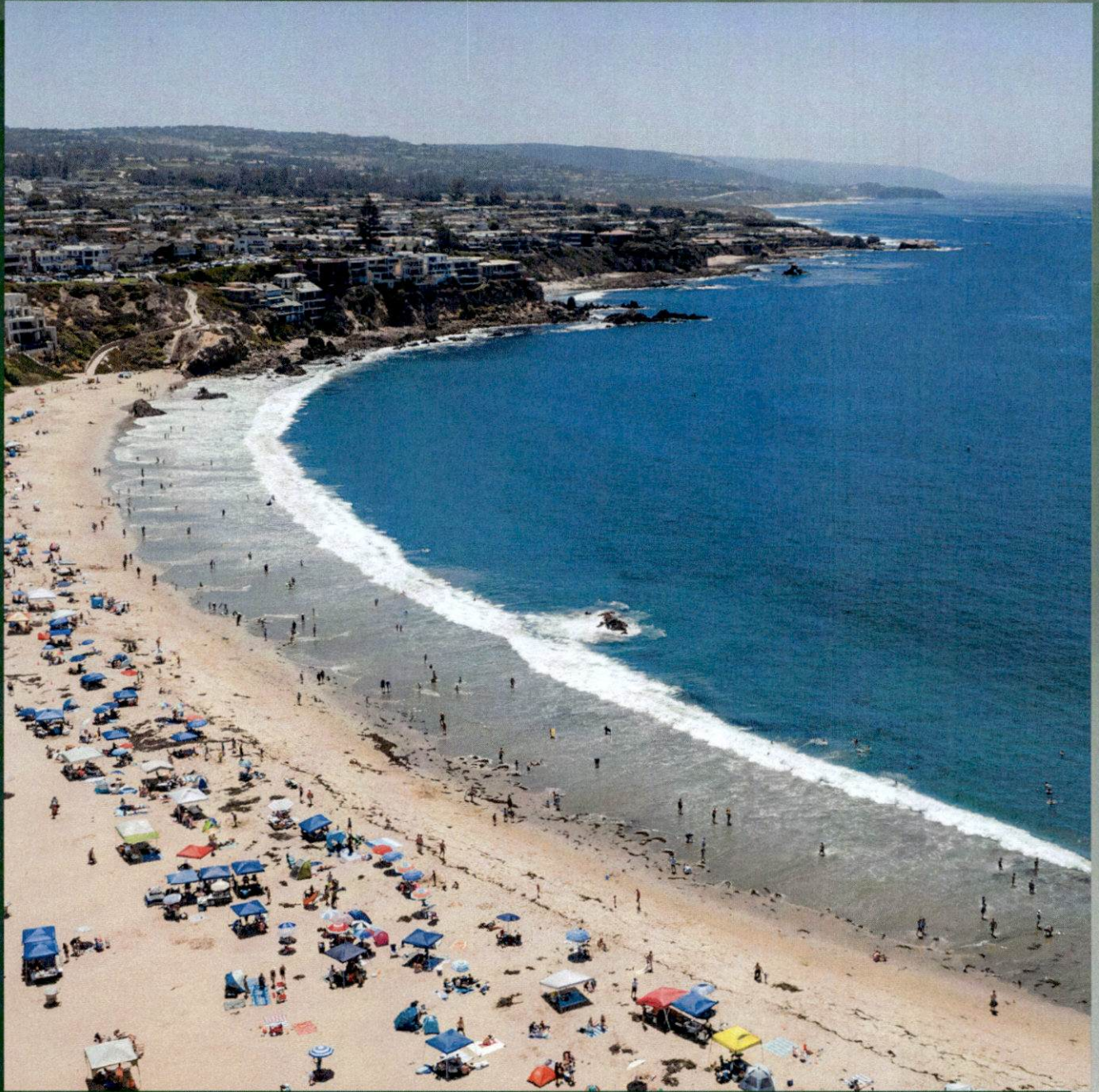
By: \_\_\_\_\_  
Leilani I. Brown  
City Clerk

**[END OF SIGNATURES]**

Attachment: City Clerk - Job Description

**EXHIBIT A**  
**JOB DESCRIPTION**





  
**ALLIANCE**  
RESOURCE CONSULTING LLC

**City Clerk**  
**City of Newport Beach, CA**



# The Community

The City of Newport Beach is one of Southern California's most picturesque and popular beach communities. It is located in the coastal center of Orange County, with Los Angeles County to the north and San Diego County to the south. Newport Beach surrounds Newport Bay, well known for its picturesque islands and one of the greatest recreational harbors in the world, accommodating approximately 4,300 recreational and sports charter boats docked within its 21-square-mile harbor. The bay and the ten miles of ocean beach offer outstanding fishing, swimming, surfing, and aquatic sports activities.

The City has a permanent population of 82,419, which typically grows to well over 100,000 during the summer months, including 20,000 to 100,000 or more tourists daily. There are fine residential areas, modern shopping facilities, and a quality school system. Public elementary and secondary education is provided by the Newport-Mesa Unified School District and the Laguna Beach Unified School District. The University of California, Irvine, is located immediately adjacent to the city, and several other colleges are within a 30-mile-radius.

## The City

Newport Beach was incorporated September 1, 1906. The City Charter was originally adopted in 1954 and has been updated and amended over time. The City operates under a Council-Manager form of government. Council Members are elected by district but voted on by the population as a whole and serve four-year staggered terms. The governing council consists of the Mayor and six other members and is responsible for, among other things, policymaking, passing local ordinances, adopting the budget, appointing committees, and hiring the City Manager, City Attorney, and City Clerk.

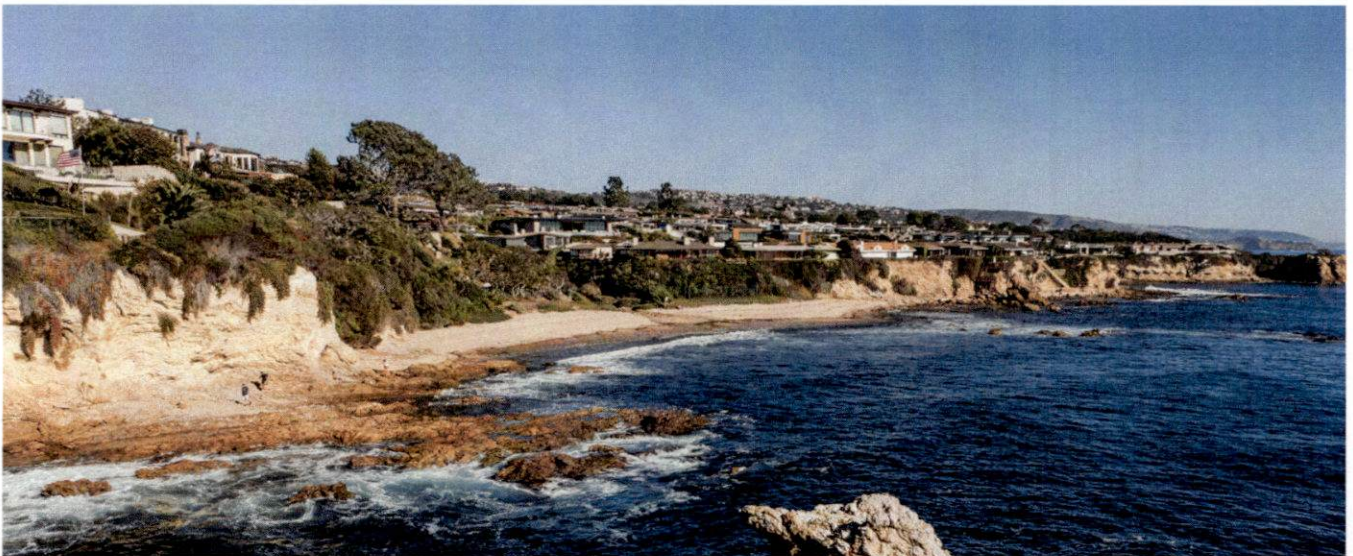
The City of Newport Beach is a full-service city, providing its residents and visitors with high quality municipal services, a desirable place to live, work, recreate, and visit, with a focus on public safety. The FY 2024-25 Operating Budget is \$440.5 million and the capital budget totals \$54.3 million with 775 full-time employees and 146 part-time employees.

Newport Beach has a history of impressive financial strength with current General Fund reserves exceeding \$65 million and a AAA credit rating by Moody's and Fitch.

## The Office of the City Clerk

The City Clerk is the local official for elections, local legislation, the Public Records Act, the Political Reform Act, and the Brown Act (open meeting laws). Before and after the City Council takes action, the City Clerk ensures that actions are in compliance with all federal, state and local statutes and regulations and that all actions are properly executed, recorded and archived.

The Office of the City Clerk is a service department within the municipal government upon which the City Council, all City departments, and the general public rely for information regarding the operations and legislative history of the City. The City Clerk has three direct reports, and serves as the liaison between the public and City Council and provides related municipal services.





# The Opportunity

The City Clerk serves as one of three appointed positions reporting directly to the City Council. The City Clerk plans, directs and reviews the activities, operations and financial aspects of the City Clerk's Office to ensure achievement of high standards of service and efficiency; serves as the principal resource to the City and the City Council relating to the execution of municipal elections, referendums, initiatives and the like; manage compliance with Fair Political Practices Commission (FPPC) regulations and reporting; provide highly accurate and effective stewardship of City records, bids and contracts; assures accurate and timely administration of City Council meetings, minutes and notices; maintains professional and effective inter-departmental relations and support; supervises timely processing of Public Records Act requests; and performs such other duties as directed by the City Council.

## The Ideal Candidate

The ideal City Clerk will be a dedicated municipal professional with a strong commitment to customer service, who brings a fresh perspective and a keen ability to identify and implement process improvements, while also valuing the City's rich history and organizational culture.

Key focus areas for the City Clerk will include: supporting and working closely with the City Council, ensuring prompt responses to public records requests, maintaining collaboration between the City Clerk's Office and the City Manager's Office, and streamlining communication processes for timeliness. The City Clerk will also ensure that there is adequate staffing for the numerous City boards and commissions. A forward-thinking approach to leveraging technology will be essential—particularly in enhancing records management systems, improving the accuracy and accessibility of meeting minutes, and increasing overall operational efficiency.

Lastly, the ideal candidate will be professional, diplomatic and a strong self-starter.

## Education, Experience and Certifications

The following are desired minimum levels of achievement for the position; although, the City reserves the right to value special strength or achievement in any requirement as an offsetting factor in relation to a shortfall in another requirement:

- ▶ **Education:** A bachelor's degree in public administration, records management, public policy or a related field from an accredited college or university, or equivalent educational achievement in another discipline.
- ▶ **Experience:** Seven years of municipal city clerk management experience, preferably with at least two years in a senior supervisory or lead capacity.
- ▶ **License/Certificate:** Due to the performance of some field duties which require the operation of a personal or City vehicle, a valid and appropriate California driver's license and an acceptable driving record may be required. Certification as a Municipal Clerk (CMC) by the International Institute of Municipal Clerks.

## Compensation

The annual salary for this position is \$127,614 to \$191,407 and will be dependent upon the qualifications and experience of the selected candidate. This position is included in the Key and Management Employees (K&M) compensation plan. Total employee contributions towards retirement and benefits are a minimum of 17.17%. Please review below for a list of compensation and benefits.

- ▶ **Retirement:** California Public Employee Retirement System (CalPERS) plan, which offers reciprocity between agencies. Classic tier II employees who have been in the CalPERS system and are new to the City of Newport Beach, will receive a 2% @ 60 formula. Employees new to the City and CalPERS, and who do not belong to a reciprocal agency of CalPERS, will receive the tier III formula of 2% @ 62. Employees are required to contribute 11.5% of pensionable income towards their retirement benefit. Member contributions increase to 13% effective January 2026.
- ▶ **LIUNA Supplemental Retirement:** Employees contribute 3.22% of salary for this benefit through a pre-tax payroll deduction. Participation is mandatory.
- ▶ **Medicare:** Federal mandate requires all employees hired or rehired by any government agency on or after April 1, 1986 to participate in Medicare. The City matches the employee's Medicare contribution, which is 1.45% of salary. Enrollment and deduction amounts are subject to change based on negotiated terms and additional laws.



- ▶ **Retiree Medical Benefit:** Employees are required to contribute 1% of salary for this benefit through pre-tax payroll deduction. Vesting occurs after five years of full-time service, and City paid contributions based on age and years of service begin. Account funds may be used after separation from the City for reimbursement of eligible medical expenses.
- ▶ **Disability Insurance:** Up to 66.67% of covered wages up to a maximum benefit of \$1,846 weekly for short-term disability after a 30-calendar day waiting period and \$15,000 monthly for long-term disability after 180 calendar day waiting period.
- ▶ **Cafeteria Plan:** The City offers a variety of CalPERS PPO and HMO medical plans, Delta PPO and HMO dental plans and VSP vision plans. A monthly cafeteria allowance of \$1,725 is provided to purchase medical, dental and vision insurance (plus an additional \$158 monthly contribution if participating in a medical plan). If electing medical coverage and spend less than the City contribution, there shall be no cash back provided. Those wishing to opt out of medical coverage receive an opt- out allowance of \$500 per month upon submission of proof of alternate group medical insurance coverage.
- ▶ **Technology Allowance:** \$80 monthly smart phone and equipment stipend.
- ▶ **Executive Management Physical:** Up to \$1,000 per year
- ▶ **Automobile Allowance:** \$400 per month
- ▶ **Flexible Spending Account:** Optional. Pre-tax for medical and dependent care.
- ▶ **Section 457 Deferred Compensation Plan with Roth option:** Optional participation. No City matching.
- ▶ **401(a) Defined Contribution Plan:** The City shall contribute a total of 2% of base salary to a defined contribution plan account on a pre-tax basis.
- ▶ **Life Insurance:** City paid policy up to \$50,000 in coverage based on annual salary. Supplemental life insurance is available at the employee's expense and payroll deductions are made on a post-tax basis. Maximum supplemental life insurance coverage is \$500,000.
- ▶ **Employee Assistance Program:** City-paid benefit which provides confidential counseling on work and life issues.
- ▶ **Flex Leave:** This is a combination of sick and vacation leave which is earned at a rate of 8.77 hours per pay period (228 hours per year), with a maximum of 9.69 hours per pay period (252 hours per year) based on years of City service.
- ▶ **Administrative Leave:** Up to 80 hours per calendar year at the discretion of the City Manager. This leave has no cash value and does not carry over from one calendar year to the next.
- ▶ **Schedule:** This is an in-person position with an optional 9/80 work schedule with alternating Fridays off.
- ▶ **Telecommuting:** Employees receive 80 hours of telecommuting hours per year.
- ▶ **Office Attire:** Business casual or jeans paired with a City provided polo shirt.
- ▶ **Holidays:** Equivalent to 12 paid holidays per year which includes one floating holiday.

For more information, please visit the links below:

- ▶ [Key & Management Compensation Plan](#)
- ▶ [Key & Management Benefits Summary](#)

## How to Apply

Please apply **online** by **June 2, 2025** at [www.alliancerc.com](http://www.alliancerc.com). The City is aiming to hold in-person first-round interviews on **June 18, 2025**. For questions, inquiries or candidate recommendations, please contact:

Sherrill Uyeda  
Office: (562) 901-0769 x331  
E-mail: [suyeda@alliancerc.com](mailto:suyeda@alliancerc.com)

Wesley Herman  
Office: (562) 901-0769 x337  
E-mail: [wherman@alliancerc.com](mailto:wherman@alliancerc.com)

**Alliance Resource Consulting LLC**

LinkedIn: <https://www.linkedin.com/company/alliance-resource-consulting>

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