

**POST RETIREMENT
TEMPORARY EMPLOYMENT AGREEMENT
WITH KEVIN BASS FOR FIRE MARSHAL - CIVILIAN SERVICES**

THIS AGREEMENT FOR POST RETIREMENT TEMPORARY EMPLOYMENT (“Agreement”) is made effective as of the 9th day of June, 2026 (“Effective Date”), by and between the City of Newport Beach, a California municipal corporation and charter city (“City”) and KEVIN BASS (“Employee”), an individual (sometimes collectively referred to herein as “the Parties”), whose mailing address is on file with the City, 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 Civilian Fire Marshal services.
- C. In accordance with Government Code Section 21221(h), Employee’s services are being retained by the City as an interim appointment by the City Manager to a vacant position during recruitment for a permanent appointment and deemed by the City Manager to require specialized skills or are required during an emergency to prevent stoppage of public business. Employee shall only be appointed once to this vacant position. The Employee appointed to this vacant position pursuant to this subdivision shall not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate. A retired annuitant appointed pursuant to this subdivision shall not work more than 960 hours each fiscal year regardless of whether he or she works for one or more employers.
- D. The City desires to employ Employee on a provisional “at will” basis and to enter into an Agreement with Employee for temporary Fire Marshal – Civilian employment (“Position”) services upon the terms and conditions in this Agreement.
- E. 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 9, 2026, or earlier as directed, in writing, by the Fire Chief, and shall end June 8, 2027, unless terminated earlier as provided herein.

2. SERVICES TO BE PERFORMED BY EMPLOYEE

2.1 Services shall include the following: Fire Marshal – Civilian, 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 him or 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 Five Dollars and 11/100 (\$95.11)** 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. The rate of \$95.11 per hour shall be considered just compensation and no additional benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate shall be provided pursuant to this Agreement.

3.1.2 Employee's rate of pay shall annually adjust based on the Cost-of-Living Adjustment (COLA) for a Fire Marshal, Step 6, as set forth on Exhibit B to the Memorandum of Understanding Between the City of Newport Beach and the Newport Beach Fire Management Association, for July 1, 2025 through June 30, 2028 ("MOU"). Effective upon the same date such adjustment becomes effective under the MOU, Employee's hourly rate of pay shall be equal to the maximum monthly base salary paid to a Fire Marshal, Step 6, as listed on the MOU for the applicable period, divided by 173.333.

3.1.3 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 Hours of work are not guaranteed. Employee's services will be provided on an as needed, per project basis, upon written request of the Department Director or City Manager. Hours of work shall not exceed 30 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 Employee shall not work more than 960 hours each fiscal year during the term of the Agreement, regardless of whether Employee works for one or more employers, in accordance with CalPERS post retirement employment guidelines. Employee shall be solely responsible for monitoring hours worked for all employers to insure full compliance.

5. ADMINISTRATION

This Agreement will be administered by the Fire Department. City's Fire Chief or designee shall be the Administrator and shall have the authority to act for City under this Agreement. The Administrator shall represent City in all matters pertaining to the services to be rendered pursuant to this Agreement.

6. NOTICES

6.1 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.

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

Attn: Chief Jeff Boyles
Newport Beach Fire Department
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

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

Kevin Bass
At home address then shown in Employer's files

7. TERMINATION

7.1 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.

7.2 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.

7.3 Employee's employment status cannot be changed except in writing on a form signed by the Department Director, City Manager and Employee.

7.4 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.

7.5 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.

7.6 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.

8. 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.

9. OWNERSHIP OF DOCUMENTS

Each and every report, draft, map, record, plan, 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.

10. 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 his employment with the City or subsequent to the termination of his 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 drawings or plans, notes and communications that result from the services in this Agreement, shall be kept confidential unless City authorizes in writing the release of information.

11. CONFLICTS OF INTEREST

11.1 The Employee may 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.

11.2 If subject to the Act, 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.

12. OUTSIDE ACTIVITIES

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

12.2 Employees may obtain and/or maintain employment with persons or entities other than the City or self-employment (outside employment) subject to written approval by the Department Director.

13. STANDARD PROVISIONS

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

13.2 Compliance with all Laws. Employee 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 Employee shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Department Director and City.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

13.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Employee and City and approved as to form by the City Attorney.

13.8 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.

13.9 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.

13.10 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.

13.11 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: _____

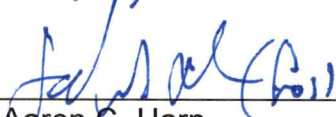
CITY OF NEWPORT BEACH,
a California municipal corporation
Date: _____

By: _____
Jeff Boyles
Fire Chief

By: _____
Seimone Jurjis
City Manager

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date: 5/27/26

EMPLOYEE: KEVIN BASS
Date: _____

By:  _____
Aaron C. Harp
City Attorney

By: _____
Kevin Bass

ATTEST:
Date: _____

By: _____
Lena Shumway
City Clerk

[END OF SIGNATURES]

Attachments:

Exhibit A: Job Description

**EXHIBIT A
JOB DESCRIPTION**



City of Newport Beach
FIRE MARSHAL-CIVILIAN

CLASS CODE	350007	SALARY	\$74.52 - \$95.11 Hourly \$5,961.82 - \$7,608.88 Biweekly \$12,917.29 - \$16,485.91 Monthly \$155,007.42 - \$197,830.88 Annually
ESTABLISHED DATE	July 27, 2018	REVISION DATE	July 27, 2018

Definition

To manage the activities and operations of the Fire Prevention Division within the Fire Department; direct and coordinate the operations and delivery of fire prevention, fire inspection and plan checking, and hazardous materials management services in collaboration with the Community Development Department; and to perform a variety of advanced level professional, administrative and technical duties in support of the Fire Chief.

DISTINGUISHING CHARACTERISTICS: The Civilian Fire Marshal is a non-safety Division Chief position. Incumbents at this level exercise considerable judgment, operate with a high degree of independence, and possess advanced knowledge of the principals and practices of fire prevention and life safety programs and services.

SUPERVISION RECEIVED AND EXERCISED: Reports directly to the Fire Chief and receives technical direction from the Community Development Director; exercises direct supervision over assigned technical, professional and administrative support staff.

Essential Duties

The following essential functions are typical for this classification. Incumbents may not perform all of the listed functions and/or may be required to perform additional or different functions from those below, to address business needs and changing business practices:

- Plan, organize and administer policies and programs for the City's fire prevention services, including fire & building code inspection, plan review, and hazardous materials management; monitor program operations and personnel and ensure compliance with local, State and Federal regulations and procedures;
- Manage the development and implementation of divisional goals, objectives, policies, and priorities for assigned programs; recommend, within Departmental policy, appropriate service and staffing levels; recommend and administer policies and procedures to increase departmental/divisional efficiency and effectiveness;
- Supervise Fire Prevention Division staff; prioritize and assign work; coach, motivate and provide feedback on employee performance; train staff and ensure compliance with applicable personnel policies and

procedures; promote a healthy and safe working environment; approve payroll records; and make hiring, termination, and disciplinary recommendations;

- Oversee departmental fire inspection programs for new and existing commercial and residential occupancies as required by statute; ensure compliance with the California Fire Code, city ordinances, state and local laws and nationally recognized fire prevention standards;
- Develop and interpret State and local codes and ordinances related to fire prevention and safety; rule on alternate means and methods for construction and engineered community fire protection;
- Oversee new construction of fire suppression systems, fire alarm systems plan review, pre-construction meetings, and act as liaison with internal and external stakeholders;
- Manage Fire Prevention Division records and program data to ensure accurate record keeping; supervise data entry activities for the fire permits program, hazardous materials disclosure program, emergency plans, and the Department Record Management System (RMS); serve as custodian of records for all fire prevention activities throughout the Department;
- Manage, participate in, and facilitate training and education in fire prevention, code enforcement, building construction and inspection services, hazardous materials regulations, community disaster response, and related topics;
- Prepare and manage the division budget including forecasting, allocating resources and monitoring and approving expenditures; monitor budget compliance;
- Represent the City on a variety of boards, commissions, advisory councils, and/or community groups; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of fire prevention and inspection;
- Conduct various organizational and operational studies; recommend modifications to fire prevention and inspection programs, policies, and procedures as appropriate;
- Respond to complex community, business, and citizen inquiries and resolve difficult and sensitive complaints;
- Ensure adherence to a high level of customer service;
- Regularly and predictably attend work; and
- Perform related duties as assigned.

Qualifications

To perform this job successfully, an individual must be able to perform each essential function. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of:

Principles and practices of fire prevention, fire inspection and code compliance, fire plan review, and hazardous materials management;

Principles and practices used in fire suppression management;

Pertinent Federal, State and local laws and regulations including City of Newport Beach fire safety codes, California Fire Code, NFPA Standards and EPA regulations pertaining to hazardous materials;

Applicable safety regulations, practices and procedures, and current trends in fire prevention and life safety;

Management principles and practices including staff supervision, coaching and counseling;

Principles and practices of public sector budgeting and contract administration; and

Customer service and conflict resolution principles and practices.

Ability to:

Effectively manage and coordinate a comprehensive fire prevention program and develop and implement fire prevention policies, procedures, training materials and manuals;

Develop, enforce and interpret City fire codes;

Assess employee performance and effectively supervise, train and evaluate the work of subordinate personnel;

Stay abreast of innovations and standards in the fields of fire code compliance and plan review, and hazardous materials management;

Interpret and apply relevant Federal, State and local policies, procedures, laws and regulations;

Use desktop computer software, such as Excel, Word, PowerPoint and database applications;

Gather and analyze data and prepare comprehensive reports;

Maintain confidentiality of privileged information;

Handle stressful or sensitive situations with tact and diplomacy;

Analyze problems and develop logical solutions;

Work cooperatively with other departments, City officials and outside agencies;

Communicate clearly and concisely, both orally and in writing;

Regularly and predictably attend work;

Follow directions from a supervisor and accept constructive criticism;

Understand and follow posted work rules and procedures;

Establish and maintain cooperative working relationships with those contacted in the course of work;

Participate in evening or weekend meetings to conduct presentations or workshops as necessary.

PHYSICAL REQUIREMENTS AND ENVIRONMENTAL WORKING CONDITIONS:

Work is performed in both an office and outdoor environment and will require travel to off-site facilities. Job duties involve sitting, standing, climbing, and walking for prolonged or intermittent periods of time, and reaching,

bending, and twisting at the waist to perform field work, desk work, operate a vehicle and general office equipment, including a personal computer and keyboard, for prolonged or intermittent periods of time. The operation of a personal computer also requires finger and wrist dexterity and the ability to withstand exposure to vibration, pitch and glare from the computer. Must be able to safely lift and carry books, files and reports weighing up to 25 pounds. Must be able to lift files and reports from counter tops or file drawers. Must be able to climb up and down moderate to steep slopes as well as ladders to roofs of buildings under construction; have the ability to withstand exposure to temperature variations, noise, vibrations, fumes, odors and dust; and to see and hear in the normal range with or without correction.

Experience & Education and License/Certificate

A combination of experience and training that would likely provide the required knowledge and abilities may be qualifying. A typical way to obtain the knowledge and abilities would be:

Experience: Five (5) or more years of progressively responsible experience in fire prevention services, including experience in fire code enforcement, plan review hazardous materials management, and fire education, including two years of administrative and supervisory responsibility.

Education: Equivalent to completion of a Bachelor's degree in Fire Science, Engineering, Public Administration, or a related field. A Master's degree in Public Administration or a related field desirable.

Licenses or Certificates:

Due to the performance of some field duties which require the operation of a personal or City vehicle, a valid California Class C driver's license and an acceptable driving record are required.

Possession of International Code Council (ICC) Fire Inspector II Certification or Fire Plans Examiner.

Possession of, or ability to obtain within six (6) months of hire, California PC 832 certificate.

State Registered Fire Protection Engineer and/or State of California Office of the Fire Marshal Certification as Fire Prevention Officer or Fire Marshal is preferred.

Disaster Service Worker: In accordance with Government Code Section 3100, City of Newport Beach Employees, in the event of a disaster, are considered disaster service workers and may be asked to respond accordingly.

FLSA Classification: Exempt. This position may be required to work extended hours and on holidays as needed. Must have the ability to respond 24/7 to a variety of emergency conditions as they arise.