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Contract Number

SAP Number

Consolidated Fire Agencies Joint Powers Authority

Department Contract Representative	Damian Parsons
Telephone Number	909-365-2502
Contractor	Leslie Parham
Contractor Representative	
Telephone Number	
Contract Term	July 1, 2024-June 30, 2025
Original Contract Amount	
Total Contract Amount	\$42,198
Cost Center	

THIS CONTRACT is entered into in the State of California by and between CONFIRE, and (Leslie Parham) referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, Consolidated Fire Agencies Joint Powers Authority (CONFIRE JPA) desires to obtain the services of CONTRACTOR on the terms and conditions set forth in this Contract, and

WHEREAS, CONTRACTOR has the skills and knowledge necessary to provide services for CONFIRE JPA;

WHEREAS, CONFIRE JPA desires that such services be provided by CONTRACTOR and CONTRACTOR agrees to perform these services as set forth below;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall be employed as an Emergency Communications Nurse System (ECNS) Manager with CONFIRE JPA. CONTRACTOR shall work cooperatively with CONFIRE JPA staff under the direction of the Communications Director.

CONTRACTOR shall perform a broad range of responsibilities including, but not limited to, the following:

- A. CONTRACTOR shall perform lead duties in the recruiting and on-boarding of ECNS staff.
- B. CONTRACTOR shall implement the ECNS business plan and assess the program's performance and revise the business plan as needed.
- C. CONTRACTOR shall develop and/or modify ECNS program protocols, policies and procedures as needed.
- D. CONTRACTOR shall work with stakeholders and management on the financial viability of the ECNS program.
- E. CONTRACTOR shall oversee the EMD and EMD Q programs.
- F. CONTRACTOR shall participate in mandatory training to support the quality improvement process as it pertains to the ECN and EMD programs.

II. CONFLICT OF INTEREST

As a condition of employment, Contractor does hereby agree to follow and uphold the Conflict-of-Interest policy of the Personnel Rules for Board-Governed Special Districts as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active CONFIRE JPA employment providing such acts do not constitute a conflict of interest as defined herein. CONTRACTOR is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to CONFIRE JPA employment.

III. CODE OF CONDUCT

As a condition of employment, Contractor does hereby agree to follow and uphold the Code of Conduct provided by CONFIRE JPA, including adherence to Elections Code, policies and procedures, and other regulations and mandates.

IV. CONTRACT TERM

This Contract shall be effective July 1, 2024, through June 30, 2025, subject to the termination provisions of this Paragraph. Notwithstanding the foregoing, either party may terminate this Contract at any time without cause with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by CONFIRE JPA. CONTRACTOR

shall serve at the pleasure of CONFIRE JPA's Appointing Authority, or designee, who shall have the full authority and discretion to exercise CONFIRE JPA's rights under this contract.

V. COMPENSATION OF CONTRACTOR

A. Upon the effective date of this Contract, Contractor shall be considered a Contract employee in the CONFIRE JPA's Unclassified Service. Contractor shall receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for services required hereunder. This Contract supersedes any prior CONFIRE JPA employment contract of Contractor. DEFERRED COMPENSATION

Contractor shall participate in San Bernardino County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan. Contractor shall contribute 7.5% of the Contractor's biweekly gross earnings. Contractor's contributions shall be automatically deducted from Contractor's earnings. Maximum contributions shall be 7.5% of Contractor's maximum covered wages in lieu of Social Security.

B. LEAVE PROVISIONS

CONFIRE JPA shall provide for the use of annual paid Sick leave up to five (5) days or forty (40) hours in a twelve (12) month period, whichever is greater, in accordance with the California Healthy Workplaces, Healthy Families Act.

C. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law when eligible (e.g., FMLA, ACA, Military Leave, Time Off for Voting, and Medicare). Where CONFIRE JPA provides a greater benefit than is required by law, Contractor shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

D. MEDICAL PLAN COVERAGE

In compliance with the Patient Protection and Affordable Care Act (PPACA), if Contractor is scheduled to work more than 30 or more hours per week, Contractor may enroll in medical plan coverage under the County-sponsored Bronze plan. Medical coverage is limited to the County's Bronze Plan and enrollment in the plan is voluntary and at the Contractor's own expense. Contractor may elect to decline this coverage by completing a declination agreement for essential health plan coverage.

E. OVERTIME

Contractor may work overtime during emergency coverage periods as authorized by CONFIRE's Appointing Authority, or designee.

Contractor is eligible to receive overtime, defined as all hours actually worked, in excess of eighty (80) hours during a pay period. For purposes of defining overtime, sick leave shall not be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non-payable when incurred in units of less than fifteen (15) minutes.

Contractor, authorized by CONFIRE JPA's Appointing Authority, or designee, to work overtime, shall be compensated at straight time compensating time off. Payment at the Contractor's base rate of pay shall automatically be paid for any compensating time off

accumulated in excess of eighty (80) hours, or for any hours on record immediately prior to termination of employment.

Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is payable, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

F. PAYMENT

Contractor shall be paid bi-weekly for hours actually worked according to the procedures established by County's Auditor/Controller/Treasurer-Tax Collector.

G. SALARY RATE

Contractor shall be compensated for services at a rate of \$81.15 per hour commensurate with duties. Contractor shall not exceed eighty (80) hours per pay period unless expressly authorized. Contractor does not gain probationary or regular status during the term of this Contract.

H. RATE ADJUSTMENTS

Adjustments to the Salary Rate shall be effective only upon the execution of a written amendment to this Master contract.

I. SERVICE AND BENEFITS UPON TERMINATION

Contractor Separated from CONFIRE JPA Service

Upon separation from CONFIRE JPA employment, unused Sick leave shall be forfeited.

Contractor to Regular CONFIRE Employment

In the event this Contract is terminated because Contractor is appointed to a regular CONFIRE JPA position without a break in service, the Contractor shall be provided a new date of hire (i.e., Regular Hire Date). Eligibility for benefits, including, but not limited to, retirement system contributions, health benefits, and leave accrual rates shall be based upon the provisions of the applicable MOU or ordinance in effect at the time Contractor is appointed to a regular CONFIRE JPA position. Seniority, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable MOU, ordinance, or Compensation Plan.

At the sole discretion of the Appointing Authority of CONFIRE JPA in which appointment to the regular position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU, ordinance, or Compensation Plan for the bargaining unit or group associated with the position hired into. Any leave balances not authorized to be carried over shall be distributed as outlined in "Contractor Separated from CONFIRE JPA Service" above.

Contractor to New Contract Position

In the event the Contractor accepts another Contract position with the CONFIRE JPA without a break in service, at the sole discretion of the Appointing Authority of CONFIRE JPA in which appointment to the Contract position is made, leave accrual rates and unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance

with the applicable MOU, ordinance, or Compensation Plan for the bargaining unit or group associated with the position hired into. Any leave balances not authorized to be carried over will be distributed as outlined in "Contractor Separated from CONFIRE JPA Service" above.

VI. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. CLASSIFICATION

Contractor will not attain regular status in this position, and as an Unclassified Service Contract employee will not be provided those rights under the Personnel Rules afforded only to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU, ordinance, or Compensation Plan. Contractor shall adhere to CONFIRE JPA's standards of employee conduct, including all applicable rules, policies, procedures, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

B. CONFIDENTIALITY

Contractor agrees to keep confidential all patient data, design concepts, algorithms, programs, formats, documentation, vendor proprietary information and all other original materials produced, created by or provided for CONFIRE JPA. In addition, upon termination of this contract, Contractor agrees to return all confidential materials to CONFIRE JPA's Appointing Authority or designee.

C. DIRECT DEPOSIT

Contractor must make and maintain arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Inability or failure by Contractor to make such arrangements will result in CONFIRE JPA paying Contractor via pay card.

D. EVIDENCE OF ELIGIBILITY TO WORK

Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this Contract. Contractor shall submit to and successfully complete a pre-employment background check, including Department of Justice (DOJ) criminal background check via LiveScan fingerprinting, an employment and reference check via SmarHIRE, and a medical examination through the County's Center for Employee Health and Wellness. This provision is satisfied if Contractor is a current/contract/recurrent/extra-help employee who previously met the requirements of this provision.

Contractor shall report any alcohol and/or drug-related criminal arrests for possible violations no later than five (5) days after such arrest so CONFIRE JPA may determine whether the conduct that led to the arrest is reasonably related to and/or may affect the employee's ability to perform the duties of his/her position. Such reporting shall be made to the Human Resources Business Partner assigned to CONFIRE JPA.

E. MISCELLANEOUS

Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that Contractor may receive from CONFIRE JPA shall be fully reimbursed to CONFIRE JPA if Contractor is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.

F. STANDARD TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled work week) shall be established by CONFIRE JPA's Appointing Authority or designee. CONFIRE JPA's Appointing Authority, or designee, may modify or change the number of hours in a standard day, tour of duty or shift to meet the needs of the service. Contractor shall be required to work during such hours as necessary to carry out the duties of his position, as designated by CONFIRE JPA's Appointing Authority, or designee, and such hours may be varied so long as the work requirements and efficient operations of the CONFIRE JPA are assured.

G. USE OF PRIVATE VEHICLE

If the services to be performed under this Contract require CONTRACTOR to drive a vehicle, CONTRACTOR must possess a valid California driver's license at all times during the performance of this Contract. CONTRACTOR agrees to allow CONFIRE JPA to obtain a Department of Motor Vehicles report of CONTRACTOR'S driving record.

In order for CONTRACTOR to be able to use a private vehicle during the performance of this Contract, CONTRACTOR shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

1. Fifteen thousand dollars (\$15,000) for single injury or death.
2. Thirty thousand dollars (\$30,000) for multiple injury or death.
3. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this Contract, pursuant to Section IV.

H. WORKERS COMPENSATION AND LIABILITY COVERAGE

Contractor shall be covered by the CONFIRE JPA's Workers' Compensation insurance coverage during the hours actually worked under this Contract. Contractor shall be covered by the CONFIRE JPA's Public Liability Insurance only while performing services under this Contract. Contractor shall only receive those benefits as required by law.

VII. CONCLUSION

- A. This Contract, consisting of eight (8) pages, is the full and complete document describing services regarding the CONTRACTOR's rights and obligations of the parties, including all covenants, conditions, and benefits.
- B. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

CONFIRE JPA

►

Nathan Cooke, CONFIRE Interim Director

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lizbeth Berry
CONFIRE JPA Clerk of the Board

B
y _____
Deputy

B
y ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title Emergency Communications Nurse System
Nurse Manager

(Print or Type)

Dated: _____

Address Address on file

FOR CONFIRE JPA USE ONLY

Approved as to Legal Form
► _____
Lindsay Moore, CONFIRE Legal Counsel
Date _____

Reviewed for Contract Compliance
► _____
Abigail Kiddoo, HR Business Partner II
Date _____

Reviewed/Approved by Finance/Administration
► _____
Damian Parsons, Finance Administration Director
Date _____

