

Contract Number

SAP Number
N/A

Consolidated Fire Agencies Joint Powers Authority

Department Contract Representative	Damian Parsons
Telephone Number	909-356-2502
Contractor	
Employee (Interim HR Manager)	Brigit Bennington
Telephone Number	909-356-2302
Contract Term	October 1, 2025 – March 31, 2026
Original Contract Amount	\$
Amendment Amount	N/A
Total Contract Amount	\$
Cost Center	8831005008

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms, and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, Consolidated Fire Agencies Joint Powers Authority (CONFIRE JPA) desires to assign an internal employee to serve as interim Human Resources Manager on the terms and conditions set forth in this Contract, and

WHEREAS, the Employee has the skills and knowledge necessary to perform the duties of Human Resources Manager for CONFIRE JPA;

WHEREAS, CONFIRE JPA desires that such services be provided by the Employee and the Employee 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 HUMAN RESOURCES MANAGER

The Employee shall be employed as a Human Resources Manager with CONFIRE JPA. The Employee shall work cooperatively with CONFIRE JPA staff under the direction of the Finance and Administration Director.

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

- A. Employee shall oversee and administer HR programs, policies, and procedures, including recruitment, onboarding, employee benefits administration, payroll oversight, performance management, succession planning, and compliance with federal, state, and local employment laws. Employee shall also review, and update HR policies and procedures as needed to align with legal requirements and organizational goals.
- B. Employee shall provide guidance and support to managers and staff regarding HR matters, including conflict resolution, disciplinary actions, performance improvement plans, grievance handling, and employee development. Employee shall ensure that HR practices are applied consistently and fairly across all departments.
- C. Employee shall ensure timely and accurate maintenance of personnel records, HR reports, and documentation in accordance with CONFIRE JPA policies and applicable regulations. Employee shall generate and analyze HR metrics to inform decision-making and improve workforce management.
- D. Employee shall serve as a resource to employees and management on employment laws, HR policies, benefits administration, compensation, and other related matters. Employee shall apply professional judgment to maintain confidentiality, promote equity, and foster a positive work environment.
- E. Employee shall coordinate training programs, employee engagement initiatives, performance evaluations, workforce planning, and other HR projects to support organizational goals and compliance requirements. Employee shall also identify and recommend opportunities for staff development and leadership training.
- F. Employee shall participate in mandatory meetings, trainings, and strategic planning sessions, and support quality improvement initiatives within the Human Resources unit. Employee shall also provide input on organizational structure, workforce planning, and HR best practices, ensuring alignment with CONFIRE JPA's strategic objectives.
- G. Employee shall manage and support labor relations activities, including interpreting and administering Memoranda of Understanding (MOUs), facilitating communication between management and represented employees, and participating in meet-and-confer processes as directed.
- H. Employee shall oversee the implementation and maintenance of HR information systems (HRIS) and other HR technology tools to ensure data accuracy, efficiency, and compliance with confidentiality and retention standards.
- I. Employee shall assist in risk management activities, including workplace safety programs, employee injury reporting, and coordination with the County's Risk Management and Workers' Compensation divisions to ensure timely and accurate handling of claims.
- J. Employee shall assist in the preparation, review, and monitoring of the department's annual budget, staffing plans, and resource allocation, ensuring expenditures are consistent with approved funding and operational priorities.
- K. Employee shall perform other related duties as assigned by the Executive Director or designee to ensure the effective operation of the Human Resources unit and the continued support of CONFIRE JPA's mission, values, and workforce objectives.

II. CONFLICT OF INTEREST

As a condition of employment, Employee 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. Employee 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. TERM

This Employee shall be effective October 1, **2025** and shall continue in effect until March 31, **2026**, subject to the termination provisions below. The Appointing Authority for CONFIRE JPA is authorized to issue a written notice to the Employee to extend the term of this Contract once for a maximum of a single six (6)-month period. 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. Employee shall serve at the pleasure of the appointing authority or designee, who shall have the full authority and discretion to exercise CONFIRE JPA's rights under this contract.

IV. COMPENSATION OF THE EMPLOYEE

Upon the effective date of this interim assignment, Employee shall be considered an internal employee serving in the Unclassified Service. Employee shall receive only the benefits and compensation specifically set forth in this Contract. Any compensation and/or benefits provided for in this Contract based on compensation and/or benefits provided for in the San Bernardino County's (the County's) Special Districts and Fire District Exempt Compensation Plan shall be adjusted in accordance with any future change to the County's Special Districts and Fire Districts Compensation Plan. This Contract provides for the full compensation to Employee for the services required hereunder. If Employee is currently serving in another capacity under an existing assignment, this Contract supersedes any prior assignment agreement and continues Employee's employment under the terms of this interim appointment.

A. MEDICAL PREMIUM SUBSIDY

The Employee shall receive a Medical Premium Subsidy (MPS) to help cover the cost of their health insurance premiums in the following amounts per pay period:

COVERAGE	SCHEDULED FOR 41 TO 60 HOURS	SCHEDULED FOR 61 TO 80 HOURS
Employee Only	\$155.38	\$310.75
Employee + 1	\$249.94	\$499.87
Employee + 2	\$351.02	\$702.03

Employees scheduled for 40 to 60 hours will receive an amount equal to one-half of the MPS for Employees scheduled for 61 to 80 hours.

The Employee shall provide verification of health insurance coverage including proof of dependent(s) enrollment within thirty (30) days of Employee's hire date to be eligible for Employee +1 or Employee +2 coverage stipend amounts, otherwise the Employee shall be automatically enrolled to receive the Employee Only coverage stipend amount.

B. DEPENDENT CARE ASSISTANCE PLAN

The Employee shall be eligible to enroll and participate in the Section 125 Dependent Care Assistance Program (DCAP) in order to make an election to pay for certain dependent care expenses pursuant to the terms and conditions as set forth in the County's Special District and Fire District Exempt Compensation Plan, except that the Employee shall not receive any CONFIRE JPA match contributions with respect to participation in the Plan.

C. DEFERRED COMPENSATION

The Employee shall participate in the San Bernardino County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit pursuant to the terms and conditions as set forth in the County's Special Districts and Fire Districts Exempt Compensation Plan. The Employee shall contribute 7.5% of the Employee's biweekly gross earnings. The Employee's contributions to PST Deferred Compensation shall be automatically deducted from the Employee's earnings. Maximum total contributions shall be 7.5% of the Employees maximum covered wages for Social Security purposes.

D. FLEXIBLE SPENDING ACCOUNT

The Employee shall be eligible to enroll and participate in the Section 125 Medical Expense Reimbursement Flexible Spending Account (FSA) in order to make an election to pay for qualifying medical care expenses pursuant to the terms and conditions as set forth in the County's Special Districts and Fire Districts Exempt Compensation Plan, except that the Employee shall not receive any CONFIRE JPA match contributions with respect to participation in the Plan.

E. LEAVE PROVISIONS

The Employee shall receive the following allowances providing the Employee is in paid status:

The Employee shall be eligible to receive and utilize the following leaves: Sick, Bereavement, Vacation, and Holiday Leaves, pursuant to the terms and conditions as set forth in the County's Special Districts and Fire Districts Exempt Compensation Plan. Further, such Vacation leave allowances shall be available for use on the first day following the pay period in which it is earned, provided the Employee has completed 160 hours of continuous service from the Employee's hire date.

Upon separation from CONFIRE JPA employment, the Employee shall be compensated for any unused Vacation and Holiday Leave at the then base rate of pay. Unused Sick Leave shall not be payable upon separation from the Employee.

F. LEGALLY REQUIRED BENEFITS

The Employee shall receive all benefits as required by law when eligible. e.g., Family and Medical Leave Act, (FMLA), Military Leave, Time Off for Voting, Medicare, PST Savings Plan, and Affordable Care Act, (ACA). Where CONFIRE JPA provides a greater benefit than is required by law, the Employee 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.

L. OVERTIME

The Employee may work overtime needed to fulfill the responsibilities and requirements of the position as authorized by CONFIRE's Appointing Authority, or designee.

The Employee is eligible to receive overtime, defined as all hours actually worked, in excess of forty (40) hours during a pay period. For purposes of defining overtime, paid leave, excluding sick leave shall 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.

The Employee, authorized by CONFIRE JPA's Appointing Authority, or designee, to work overtime, shall be compensated at straight time compensating time off. Payment at the Employee'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.

H. SALARY RATE

The Employee shall be compensated for services starting at a rate of \$69.72 per hour. The Employee shall be evaluated and may be eligible to receive subsequent merit step advancements of approximately 2.5% at the beginning of the pay period following each completion of 1,040 service hours, not to exceed Step 16 of salary range E67C, and upon approval of the appointing authority provided the Employee receives a work performance evaluation with an overall rating of at least "Meets Job Standards" within six (6) pay periods of the Employee's step advance eligibility date. Thereafter, the Employee shall be eligible for step advancement after completion of increments of 1,040 hours until the top step of the range is reached.

If the Employee receives an overall rating of "Below Job Standards", the step will not be granted until the pay period in which the Employee receives an overall evaluation of at least "Meets Job Standards."

The Employee does not gain probationary or regular status during the term of this CONTRACT. Payment for services shall be made bi-weekly during the term in accordance with the procedures established by the County Auditor/Controller/Recorder.

I. SALARY SAVINGS PLAN

The Employee shall be eligible to participate in the County's 457(b) Salary Savings Plan as per the Plan Document, except that the Employee shall not receive CONFIRE JPA match contribution with respect to participation in the Plan.

J. BENEFITS UPON TERMINATION OF CONTRACT

Employee Separated from CONFIRE JPA Service

Upon separation from CONFIRE JPA employment, the Employee shall be compensated for any unused Vacation and Holiday Leave at the then base rate of pay. Any and all unused Sick Leave shall be forfeited.

Transition to Regular CONFIRE JPA Employment

In the event this Contract is terminated because the Employee is appointed to a regular CONFIRE JPA position without a break in service, the Employee shall maintain original hire date, service hours, and time accruals unless otherwise stated or restricted in the applicable County MOU. 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 Memorandum of Understanding (MOU) or ordinance in effect at the time the Employee 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.

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 for the bargaining unit associated with the position into which the Employee was hired. Any leave balances not authorized to be carried over shall be distributed as outlined in "the Employee Separated from CONFIRE JPA Service" above.

EMPLOYEE to New CONFIRE Interim Position

In the event the Employee accepts another position with 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 for the bargaining unit associated with the position into which the Employee was hired. Any leave balances not authorized to be carried over will be distributed as outlined in "Employee Separated from CONFIRE JPA Service" above.

V. GENERAL PROVISIONS RELATING TO EMPLOYEE

A. CLASSIFICATION

The Employee is serving in an interim capacity and will not attain regular status in this position, and as an unclassified employee, will not be provided those rights under the Personnel Rules for Board-Governed Special Districts 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 or ordinance. The Employee shall adhere to CONFIRE JPA's standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

B. DIRECT DEPOSIT

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

C. EVIDENCE OF ELIGIBILITY TO WORK

The Employee shall have submitted evidence of eligibility to work in the United States and verification of identity prior to the effective date of this Contract. The Employee shall have successfully completed a pre-employment background check, including Department of Justice (DOJ) criminal background check via Live Scan fingerprinting, an employment and reference check via SmartHIRE, and a medical examination through the San Bernardino County's Center for Employee Health and Wellness (CEHW). This provision is satisfied if the Employee is a current employee who previously met the requirements of this provision.

D. HOURS OF WORK

The Employee shall be required to work during such hours as necessary to carry out the duties of their position, as designated by CONFIRE JPA, and such hours may be varied so long as the work requirements and efficient operations of CONFIRE are assured, pursuant to the terms and conditions as set forth in the County's Special Districts and Fire Districts Exempt Compensation Plan.

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 the Employee may receive from CONFIRE JPA shall be fully reimbursed to CONFIRE JPA if the Employee 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

The Employee's standard tour of duty represents the time the Employee is regularly scheduled to work. The Employee shall be present at the assigned work location and ready to begin work at the start of the standard tour of duty. For payroll purposes, a regularly scheduled tour of duty which commences before midnight and ends the following day shall be reported as time worked for the day in which the tour of duty began. The appointing authority shall establish the actual number of hours, which comprises the standard tour of duty for the Employee. The appointing authority may modify or change the number of hours in a standard day, tour of duty or shift for the Employee to meet the needs of the service. When appointing authorities find it necessary to make such modifications or changes, they shall notify the Employee in writing indicating the proposed change prior to its implementation advising them to contact the appointing authority if they have any questions. Any such modifications or changes may not be implemented until the Employee has received a minimum notice of fourteen (14) calendar days, unless the Employee specifically consents to a lesser time period, or in the event of an emergency.

G. WORKERS' COMPENSATION AND LIABILITY COVERAGES

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

VI. CONCLUSION

- A. This Employee, consisting of nine (9) pages, is the full and complete document describing services regarding the Employee'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 Chief Executive
Officer

Dated: _____

By



(Authorized signature - sign in blue ink)

Brigit Bennington

Name

(Print or type name of person signing contract)

Title

Interim Human Resources Manager

(Print or Type)

Dated: _____

Address: _____
