

EMPLOYMENT CONTRACT
between
CONSOLIDATED FIRE AGENCIES
and
DAMIAN PARSONS
(Deputy Executive Director)

This is the Employment Contract (“Contract”) by and between the Consolidated Fire Agencies (“CONFIRE”) and Damian Parsons to serve as Deputy Executive Director (“Deputy Executive Director”).

In return for the consideration and other promises set forth below, the Executive Director and Deputy Executive Director agree as follows:

I. TERM, COMPENSATION AND OTHER BENEFITS

A. Term

This Contract shall commence on July 25, 2026 and shall continue in full force and shall expire at the close of business on July 24, 2031, unless:

1. Extended by the Executive Director in accordance with Article VI, below;
or
2. Terminated by either party in accordance with Article VII, below.

B. Compensation and Benefits

1. Deputy Executive Director shall receive compensation and other benefits as set forth in Appendix A, and more specifically in Appendix B, CONFIRE Exempt Compensation Plan, placed on Salary Range E76B, Benefit Group B.
2. Deputy Executive Director shall be entitled to any Compensation increase or benefit change included in any newly adopted CONFIRE Exempt Compensation Plan.
3. In the event that Contract Number 23-1282 with San Bernardino County is canceled or terminated by San Bernardino County, the Parties shall reach a mutual agreement regarding Compensation and Benefits for the balance of the Term of this Contract.

II. PROFESSIONAL DUTIES AND RESPONSIBILITIES

A. Full Service

Deputy Executive Director shall be required to render twelve (12) months of full and regular service to CONFIRE during each annual period covered by this Contract.

Deputy Executive Director shall also be available and capable of immediate response to emergency, disaster, or critical systems events, including outside of normal business hours, weekends, and holidays.

B. Chief Officer

1. The position of Deputy Executive Director is a chief officer position. Deputy Executive Director is an exempt employee and is not covered by the Fair Labor Standards Act.
2. Deputy Executive Director shall report to, and serve at the direction of, the Executive Director.

C. Duties and Responsibilities

1. Duties and responsibilities shall be as set forth in the prevailing job description for Deputy Executive Director. The job description may be revised from time to time by CONFIRE with input from the Deputy Executive Director and final approval of the Administrative Committee, as deemed necessary for the effective and efficient operations of CONFIRE. A copy of the current job description is attached as Appendix C.
2. Deputy Executive Director shall:
 - a. Perform all duties that are prescribed by the laws of the State of California, and the Board and Administrative Committee Policies, and CONFIRE Policies.
 - b. Carry out all lawful directions of the Executive Director.

III. PROFESSIONAL GROWTH

A. Professional Growth Activities

CONFIRE encourages the continuing professional growth of the Deputy Executive Director through participation in:

1. The operations, programs, and other activities conducted or sponsored by local, state, and national associations related to fire and emergency dispatch communications centers;

2. Seminars and courses offered by public or private educational institutions which would serve to improve the capacity of Deputy Executive Director to perform professional responsibilities for CONFIRE; and
3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Deputy Executive Director to perform professional responsibilities for CONFIRE.

B. Notice to the Executive Director

1. Deputy Executive Director shall update the Executive Director on a regular basis concerning any planned and/or completed activities.
2. Deputy Executive Director shall receive advance approval for attendance at Professional Growth Activities from the Executive Director.

IV. EXPENSE REIMBURSEMENT

Deputy Executive Director shall be reimbursed for expenses as set forth in Appendix B, CONFIRE Exempt Compensation Plan, Article 6: Expense Reimbursement.

V. GOALS AND OBJECTIVES

Within sixty (60) days of execution of this Contract, and no later than January 31 of each subsequent fiscal year that Deputy Executive Director performs services under this Contract, Deputy Executive Director shall submit in writing, to the Executive Director, annual goals and objectives for the upcoming fiscal year. The goals and objectives shall be:

- Reviewed, revised, and approved by the Executive Director.
- Reduced to writing and shall be among the criteria by which Deputy Executive Director is evaluated as hereafter provided.

VI. EVALUATION

- A. The Executive Director shall evaluate, in writing, the performance of Deputy Executive Director at least once during each year that Deputy Executive Director performs services under this Contract (“Yearly Evaluation”). The timeline for the Yearly Evaluation shall be set by the Executive Director after consultation with Deputy Executive Director.
- B. Evaluation of Deputy Executive Director shall be related to the duties and responsibilities of Deputy Executive Director as set forth in Article II, the goals and objectives established by the Executive Director and Deputy Executive Director as set forth in Article V, Appendix B (Job Description), and any applicable law and Policy (CONFIRE adopted Board Policies or Administrative Committee Policies).

- C. The Evaluation shall assess both overall performance and specific criteria, in accordance with the timeline set pursuant to Article VI, Paragraph A, above.
- D. A copy of the final written Yearly Evaluation shall be delivered to the Deputy Executive Director, and the Deputy Executive Director shall have the right to submit a written response in accordance with the timeline set by the Executive Director pursuant to Article VI, Paragraph A, above.
- E. If the Executive Director determines that the performance of Deputy Executive Director is satisfactory or better, the Executive Director will consider a one-year extension of this contract (not to exceed a five-year term) and an increase in Base Salary.
- F. If the Executive Director determines that the performance of Deputy Executive Director is unsatisfactory in any respect, the final written Yearly Evaluation shall describe such unsatisfactory performance in reasonable detail. The Yearly Evaluation shall include recommendations for improvement in those areas where the Executive Director deems performance to be unsatisfactory and may include recommendations for improvement in other instances where the Deputy Executive Director deems such to be appropriate.
- G. Additional evaluations, if deemed appropriate by the Executive Director, may be performed at any time.

VII. TERMINATION OF CONTRACT

This Contract may be terminated by any of the following actions:

A. Termination By the Executive Director (Cause Not Required)

- 1. Deputy Executive Director is an *at-will employee* of CONFIRE.
- 2. As such, the employment of Deputy Executive Director may be terminated at any time and for no cause whatsoever by the Executive Director. If this option is exercised, the Executive Director shall provide Deputy Executive Director with written notice of termination. The effective date of termination shall be specified in the written notice of termination. *The decision shall be final.*
 - a. Any decision to terminate without cause shall be made by the Executive Director.
- 3. If the Contract is terminated pursuant to Article VII.A., Deputy Executive Director shall be entitled to salary and benefits identified in the Exempt Compensation Plan.

4. Deputy Executive Director's entitlement to any benefits set forth in Article VII shall be contingent upon executing a standard mutual release of claims.

B. Resignation or Retirement of Deputy Executive Director

This Contract shall be terminated upon the resignation or retirement of Deputy Executive Director. Except in extraordinary circumstances, Deputy Executive Director shall give CONFIRE at least ninety (90) calendar days' advance written notice of resignation or retirement.

1. Deputy Executive Director may resign for Good Reason and receive the same severance benefits provided for termination without cause. Good reasons may include:
 - a. Reduction in salary
 - b. Reduction in authority
 - c. Removal of significant responsibilities
 - d. Elimination of reporting authority
 - e. Required relocation
 - f. Material breach of the agreement by CONFIRE

C. Termination for Cause

Nothing in this Article VII.C. alters Deputy Executive Director's *at-will employee* status:

1. Discharge for cause shall be defined as conduct which is seriously prejudicial to CONFIRE, and established by clear and convincing evidence including but not limited to:
 - a. material breach of Contract that remains uncured after written notice;
 - b. conviction of a felony or crime involving fraud, dishonesty, or moral turpitude;
 - c. intentional, willful, and material misconduct directly related to the Deputy Executive Director position that causes demonstrable harm to CONFIRE;
 - d. theft or misappropriation of CONFIRE property;
 - e. gross negligence (intentional or reckless conduct demonstrating a conscious disregard for the interests of CONFIRE) or willful violation of any lawful rule, regulation, ordinance or statute in the performance of duties.
2. Any decision to terminate with cause shall be made by the Executive Director.

3. Upon request by Deputy Executive Director, the Executive Director shall serve upon Deputy Executive Director a reasonably detailed statement of charges. Deputy Executive Director shall provide notice of the request for statement of charges to the Executive Director within ten (10) days of the service of the notice of termination.
4. Upon request, Deputy Executive Director will be afforded an opportunity for a hearing before the Administrative Committee, which shall include the right to be represented by counsel, the right to record the hearing, and the right to call witnesses. Deputy Executive Director shall provide notice of the request for hearing pursuant to this Article to the Administrative Committee within thirty (30) days of the service of notice of termination. If Deputy Executive Director chooses to be accompanied by legal counsel at such hearing, Deputy Executive Director shall bear any costs therein involved. Deputy Executive Director shall be provided a written decision describing the results of the hearing. The decision of the Administrative Committee shall be final.
5. In appropriate circumstances, progressive discipline may be utilized by the Executive Director in lieu of discharge for cause. Such use is, however, at the sole discretion of the Executive Director.

D. Confidential Information

Upon termination of this Contract, Deputy Executive Director shall continue to maintain the confidentiality of all confidential and proprietary information of CONFIRE, and shall continue to be bound by and comply with CONFIRE's Board and Administrative Committee Policies regarding Security of Confidential/Privileged Information. Deputy Executive Director shall return all CONFIRE property and confidential and proprietary information in his possession on or before the date of termination of this Contract. CONFIRE property and confidential and proprietary information includes but is not limited to: CONFIRE files, notes, records, computer-recorded information, and other tangible materials of any kind which contain or embody any proprietary or confidential material of CONFIRE, or any third-party confidential material obtained while employed by CONFIRE.

E. Non-Disparagement

Upon termination of this Contract, Deputy Executive Director shall not knowingly make any false, misleading, or defamatory statement, whether written, oral, or electronic, that is intended to disparage or harm the reputation of CONFIRE, its Board of Directors, Administrative Committee, officers, employees, programs, services, or operations.

Likewise, CONFIRE, acting through its Executive Director, Board of Directors, or Administrative Committee members in their official capacities, shall not knowingly

make any false, misleading, or defamatory statement concerning Deputy Executive Director that is intended to disparage or harm Deputy Executive Director's professional reputation.

Nothing in this Article VII.E. shall prohibit any party from:

1. Providing truthful testimony, information, or documents in response to a subpoena, court order, administrative proceeding, audit, or lawful governmental inquiry;
2. Making disclosures required by law, including obligations under the Government Code, or other applicable laws;
3. Communicating factual information necessary to carry out official CONFIRE business;
4. Making statements in connection with employment references that are truthful and made in good faith; or
5. Exercising rights protected by federal or state law.

For purposes of this section, "disparage" does not include good-faith performance evaluations, disciplinary actions, personnel decisions, or statements made by Board of Directors or Administrative Committee members during duly noticed public meetings that are required by law or are reasonably related to matters within their official jurisdiction.

VIII. GENERAL PROVISIONS

A. Full and Complete Contract

This Contract is the full and complete contract between CONFIRE and Deputy Executive Director and supersedes all prior negotiations, representations, or agreements, either written or oral. It can be changed or modified only by an agreement in writing, signed by Deputy Executive Director.

B. Subject to Applicable Laws and Policies of the Board of Directors and Administrative Committee

Except as modified herein, this Contract is subject to all applicable laws of the State of California and to the lawful rules and Policies of the Board of Directors and Administrative Committee. Said laws, rules, and policies, to the extent they have not been lawfully superseded by this Contract, are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

C. Severance Clause

Should any provision of this Contract be declared or determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, unless to do so would frustrate the intent and purpose of this Contract.

Said illegal, invalid or unenforceable part, term or provision shall be deemed not to be a part of this Contract.

D. Venue and Governing Law

Any action arising out of this Contract shall be brought in San Bernardino County, California, regardless of where else venue may lie. This Contract shall be governed by and construed in accordance with the laws of the State of California.

E. Negotiated Agreement

CONFIRE and Deputy Executive Director acknowledge and agree that the terms and provisions of this Contract have been negotiated and discussed between them, and that this Contract reflects their mutual agreement regarding the subject matter of this Contract. Because of the nature of such negotiations and discussions, neither party shall be deemed to be the drafter of this Contract, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Contract.

In the event that any language in this Contract conflicts with any provision of Appendix B, CONFIRE's Exempt Compensation Plan, this Contract shall prevail.

F. Legal Defense and Indemnification

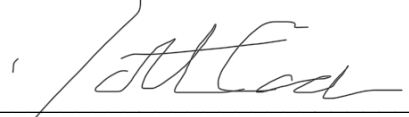
As the Deputy Executive Director for CONFIRE, Deputy Executive Director will make decisions involving contracts, personnel, procurement, labor, and emergency operations. As such, CONFIRE agrees to defend and indemnify Deputy Executive Director for any and all official actions taken or made within the scope of employment during the period of this agreement. CONFIRE also agrees to pay for all legal and attorney fees pertaining to the defense and indemnification accordingly irrespective if Deputy Executive Director is still employee of CONFIRE or not.

G. Attorney's Fees

The prevailing party in any action arising under this agreement shall be entitled to recover reasonable attorney's fees and costs.

IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties.

**EXECUTIVE DIRECTOR OF THE CONSOLIDATED
FIRE AGENCIES**



Executive Director

07/23/2026

Date

ACCEPTANCE:

I hereby accept the terms of this Contract of Employment and agree to fulfill all of the duties of Deputy Executive Director for the CONSOLIDATED FIRE AGENCIES ("CONFIRE")



Damian Parsons

July 23, 2026

Date

**APPENDIX “A”
DEPUTY EXECUTIVE DIRECTOR
DAMIAN PARSONS**

COMPENSATION AND OTHER BENEFITS

1. COMPENSATION

A. Base Salary

Deputy Executive Director shall be placed on Salary Range E76B, Step 16 of the CONFIRE Exempt Employee Compensation Salary Schedule.

1. Effective June 25, 2026, Deputy Executive Director shall be paid \$275,329.60 annually, paid monthly in the amount of \$22,944.13.

<u>Annual</u>	<u>Monthly</u>
\$275,329.60	\$22,944.13

2. Effective February 20, 2027, Deputy Executive Director’s Base Salary shall be increased by three percent (3%), paid as follows:

<u>Annual</u>	<u>Monthly</u>
\$283,589.49	\$23,632.46

3. Effective February 19, 2028, Deputy Executive Director’s Base Salary shall be increased by three percent (3%), paid as follows:

<u>Annual</u>	<u>Monthly</u>
\$292,097.17	\$24,342.43

4. Deputy Executive Director’s Base Salary may also be increased as set forth in Article VI, above, or in accordance with future increase(s) provided in any updated Exempt Compensation Plan during the Term of this Contract.

B. Additional Compensation

Deputy Executive Director shall receive all other additional compensation in accordance with Appendix B, CONFIRE Exempt Compensation Plan, Article 3: Compensation.

2. BENEFITS

Deputy Executive Director shall receive all Benefits set forth in Appendix B, CONFIRE Exempt Compensation Plan, Article 2: Benefits, which includes but is not limited to:

- Medical and Dental Coverage
- Retirement Medical Trust Fund
- Retirement System Contributions

At Deputy Executive Director's option, he may choose to utilize modified benefit options in accordance with Appendix B, CONFIRE Exempt Compensation Plan, Article 4: Modified Benefit Option.

3. LEAVE

Deputy Executive Director shall be entitled to all leave in accordance with Appendix B, CONFIRE Exempt Compensation Plan, Article 7: Leave Provisions.

4. TRANSPORTATION

A. Vehicle

In recognition of Deputy Executive Director's role as Deputy Executive Director and the requirement to remain available on an on-call basis at all times in the event of significant emergencies, disasters, or critical operational incidents, CONFIRE shall provide Deputy Executive Director with an agency-owned vehicle.

The CONFIRE vehicle shall be assigned to Deputy Executive Director as a take-home vehicle and shall be deemed Deputy Executive Director's primary vehicle for use at all times, including during and outside of normal business hours. Deputy Executive Director is authorized to use the agency vehicle for:

- All work-related purposes;
- Responding to emergency or disaster events at any time; and
- Reasonable personal use incidental to Deputy Executive Director's on-call status and operational readiness.

Deputy Executive Director shall not be required to maintain a separate personal vehicle for availability or response purposes as a condition of employment.

Unless authorized in writing, Deputy Executive Director shall return the vehicle within five (5) business days of the Termination of this Contract.

B. Insurance and Maintenance

CONFIRE shall be responsible for all reasonable costs associated with the vehicle, including but not limited to fuel, insurance, registration, routine maintenance, repairs, and emergency roadside assistance.

Deputy Executive Director shall not be personally responsible for ordinary wear and tear or mechanical failure occurring during authorized use.

5. EMPLOYMENT PROVISIONS

Deputy Executive Director shall be entitled to all employment provisions set forth in Appendix B, CONFIRE's Exempt Compensation Plan, Article 5: Employment Provisions.

**APPENDIX “B”
DEPUTY EXECUTIVE DIRECTOR
DAMIAN PARSONS**

CONFIRE’s Exempt Compensation Plan

**APPENDIX “C”
DEPUTY EXECUTIVE DIRECTOR
DAMIAN PARSONS**

JOB DESCRIPTION AND MINIMUM QUALIFICATIONS

**CLASSIFICATION:
DEPUTY EXECUTIVE DIRECTOR**