EMPLOYMENT CONTRACT
between
CONSOLIDATED FIRE AGENCIES
and
NATHAN COOKE
(Executive Director)

This is the Employment Contract ("Contract") by and between the Consolidate Fire Agencies ("CONFIRE") and Nathan Cooke to serve as Executive Director ("Cooke").

In return for the consideration and other promises set forth below, the Administrative Committee and 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 Administrative Committee in accordance with Article VI., below; or
2. Terminated by either party in accordance with Article VII., below.

B. Compensation and Benefits

1. Cooke 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 E85B, Benefit Group B.

   a. Cooke's compensation and other benefits shall reflect his Recognized Public Safety Services Date of October 17, 2000. Recognized Public Safety Service Date is defined as the date of entry into a California public retirement system under a safety retirement formula, provided:

      - Continued public agency employment without a break in public service exceeding six months;
      - Accrued service credit under a public retirement system for the service being recognized; and
      - Is not receiving a service retirement benefit from a public retirement system for the service being recognized.

2. Cooke shall be entitled to any Compensation increase or benefit change included any newly adopted CONFIRE Exempt Compensation Plan.

3. In event that Contract Number 23-1282 with San Bernardino County is cancelled 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

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

Cooke 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 Executive Officer

1. The position of Executive Director is a chief executive position. Cooke is an exempt employee and is not covered by the Fair Labor Standards Act.

2. Cooke shall report to, and serve at the direction of, the Administrative Committee and the Governing Board of CONFIRE.

C. Duties and Responsibilities

1. Duties and responsibilities shall be as set forth in the prevailing job description for Executive Director. The job description may be revised from time to time by CONFIRE with input from the 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. 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 Board of Directors and Administrative Committee.

III. PROFESSIONAL GROWTH

A. <u>Professional Growth Activities</u>

CONFIRE encourages the continuing professional growth of the 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 Cooke 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 Cooke to perform professional responsibilities for CONFIRE.

B. <u>Notice to the Administrative Committee</u>

1. Cooke shall update the Administrative Committee on a regular basis concerning any planned and/or completed activities.

2. Cooke shall receive advance approval for attendance at Professional Growth Activities from the Administrative Committee Chair and/or Vice Chair.

IV. EXPENSE REIMBURSEMENT

Cooke shall be reimbursed for expenses as set forth in <u>Appendix B</u>, 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 Cooke performs services under this Contract, Cooke shall submit in writing, to the Administrative Committee, annual goals and objectives for the upcoming fiscal year. The goal and objectives shall be:

- Reviewed, revised and approved by the Administrative Committee.

- Reduced to writing and shall be among the criteria by which Cooke is evaluated as hereafter provided.

VI. EVALUATION

A. The Administrative Committee shall evaluate, in writing, the performance of Cooke at least once during each year that Cooke performs services under this Contract ("Yearly Evaluation"). The timeline for the Yearly Evaluation shall be set by the Administrative Committee after consultation with Cooke.

B. Evaluation of Cooke shall be related to the duties and responsibilities of Cooke as set forth in Article II, the goals and objectives established by the Administrative Committee and Cooke 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 Cooke and Cooke shall have the right to submit a written response in accordance with the timeline set by the Administrative Committee pursuant to Article VI, Paragraph A, above.

E. If the Administrative Committee determines that the performance of Cooke is satisfactory or better, the Administrative Committee 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 Administrative Committee determines that the performance of Cooke 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 Administrative Committee deems performance to be unsatisfactory and may include recommendations for improvement in other instances where the Administrative Committee deems such to be appropriate.

G. Additional evaluations, if deemed appropriate by the Administrative Committee, 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 Administrative Committee (Cause Not Required)**

1. Executive Director is an ***at-will employee*** of CONFIRE.

2. As such, the employment of Cooke may be terminated at any time and for no cause whatsoever by the Administrative Committee. If this option is

exercised, the Administrative Committee shall provide Cooke 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 a two-thirds vote of the Administrative Committee.

b. In the event that Cooke requests that the Board of Directors consider his termination by the Administrative Committee pursuant to this Article VII.A., such request shall be submitted within ten (10) calendar days to the Chair of the Administrative Committee.

c. The Board of Directors consideration as set forth in Article VII.A.2.b. does not provide a right to a hearing for Cooke. The Board of Directors shall review the Administrative Committee's termination in Closed Session and may uphold the Administrative Committee' termination by a majority vote.

3. If the Contract is terminated pursuant to Article VII.A., Cooke shall:

a. receive a lump sum payment of twelve (12) months of Base Salary as severance or a lump sum equal to the Base Salary remaining on the Term of the Contract, whichever is less; and

b. payment of all earned by unpaid compensation, accrued vacation, and reimbursable expenses up through the date of termination; and

c. The lump sum payment set forth in Article VII.3.a. shall not be reduced by earnings received from any subsequent employment.

d. CONFIRE shall continue Cooke's medical, dental, vision, life insurance, and any other employer-paid benefits or reimburse Cooke for COBRA premiums if continuation under the plans is unavailable for a period of six (6) months. In the event that Cooke secures employment during the six (6) month period, CONFIRE's obligations to provide employer-paid benefits or reimbursement for the same shall immediately end.

4. Cooke'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 Cooke

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

1. Cooke may resign for Good Reason and receive the same severance benefits provided for termination without cause set forth in Article VII.A. 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

    The existence of "Good Reason" shall be approved by the Administrative Committee.

C. **<u>Termination for Cause</u>**

Nothing in this Article VII.C. alters Cooke'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 Executive Director position that causes demonstrable harm to CONFIRE;
    d. theft or misappropriation of CONFIRE property; or
    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 a two-thirds vote of the Administrative Committee and Cooke shall be provided with a notice of termination.

3. Upon request by Cooke, the Administrative Committee shall serve upon Cooke a reasonably detailed statement of charges. Cooke shall provide notice of the request for statement of charges to the Administrative Committee within ten (10) days of the service of the notice of termination.

4. Upon request, Cooke will be afforded an opportunity for a hearing before the Board of Directors, which shall include the right to be represented by counsel, the right to record the hearing and the right to call witnesses. Cooke shall provide notice of the request for hearing pursuant to this Article to the Board within thirty (30) days of the service of notice of termination. If Cooke chooses to be accompanied by legal counsel at such hearing, Cooke shall bear any costs therein involved. Cooke shall be provided a written decision describing the results of the hearing. The decision of the Board be made by a majority vote and shall be final.

5. In appropriate circumstances, progressive discipline may be utilized by the Administrative Committee or Board of Directors in lieu of discharge for cause. Such use is, however, at the sole discretion of the Administrative Committee and Board of Directors.

6. In the event that at least fifty percent (50%) of the Administrative Committee or Board of Directors changes within a twelve (12) month period, any termination within six (6) months thereafter shall be deemed without cause in accordance with Article VII.A. above,

D. Confidential Information

Upon termination of this Contract, Cooke 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. Cooke 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, Cooke 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 Board of Directors or Administrative Committee members in their official capacities, shall not knowingly make any false, misleading, or defamatory statement concerning Cooke that is intended to disparage or harm Cooke'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 Cooke 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 Cooke and the Administrative Committee.

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 Cooke 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 Executive Director for CONFIRE, Cooke will make decisions involving contracts, personnel, procurement, labor, and emergency operations. As such, CONFIRE agrees to defend and indemnify Cooke 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 of whether Cooke is still employee of CONFIRE or not.

G. **Attonrey's Fees**

The prevailing party in any action arising under this agreement shall be entitled to recover reasonable attorney 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.

ADMINISTRATIVE COMMITTEE OF THE CONSOLIDATED FIRE AGENCIES

8/25/26

Chairperson of the Administrative Committee   Date

ACCEPTANCE:

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

8/25/26

Nathan Cooke   Date

APPENDIX "A"
EXECUTIVE DIRECTOR
Nathan Cooke

COMPENSATION AND OTHER BENEFITS

1. COMPENSATION

A. Base Salary

Cooke shall be placed on Salary Range E85B, Step 16 of the CONFIRE Exempt Employee Compensation Salary Schedule.

1. Effective July 25, 2026, Cooke shall be paid Three Hundred Forty Thousand Eight Hundred Ninety-One Dollars and Twenty Cents ($340,891.20) annually, paid monthly in the amount of Twenty-Eight Thousand Four Hundred Seven Dollars and Sixty Cents ($28,407.60).

Annual	Monthly
$340,891.20	$28,407.50

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

Annual	Monthly
$351,117.94	$29,259.83

3. Effective February 19, 2028, Cooke's Base Salary shall be increased by three percent (3%), paid as follows:

Annual	Monthly
$361,651.47	$30,137.62

4. Cooke'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

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

2. **BENEFITS**

Cooke 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 Cooke'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**

Cooke 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 Cooke's role as 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 Cooke with an agency-owned vehicle.

The CONFIRE vehicle shall be assigned to Cooke as a take-home vehicle and shall be deemed Cooke's primary vehicle for use at all times, including during and outside of normal business hours. Cooke 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 Cooke's on-call status and operational readiness.

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

Unless authorized in writing, Cooke 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.

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

5. **EMPLOYMENT PROVISIONS**

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

APPENDIX "B"
EXECUTIVE DIRECTOR
Nathan Cooke

CONFIRE's Exempt Compensation Plan