



JOINT MEETING OF THE CONFIRE BOARD OF DIRECTORS AND

ADMINISTRATIVE COMMITTEE

TUESDAY, SEPTEMBER 22, 2026 – 1:00 PM

**COUNTY FIRE HEADQUARTERS - 598 S. TIPPECANOE AV., 1ST FLOOR ASSEMBLY ROOM, SAN
BERNARDINO**

AGENDA

The Joint Meeting of the CONFIRE Board of Directors and Administrative Committee is scheduled for Tuesday, September 22, 2026, at the San Bernardino County Fire Headquarters located at 598 S. Tippecanoe Ave., 1st Floor Assembly Room, San Bernardino, CA.

Reports and Documents relating to each agenda item are on file at CONFIRE and are available for public inspection during normal business hours.

The Public Comment portion of the agenda pertains to items NOT on the agenda and is limited to 3 minutes for each speaker. Pursuant to the Brown Act, no action may be taken by the Board of Directors or Administrative Committee at this time; however, the Board/Committee may refer your comments/concerns to staff or request that the item be placed on a future agenda.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact CONFIRE at (909) 356-2302. Notification 48 hours prior to the meeting will enable CONFIRE to make reasonable arrangements to ensure accessibility to this meeting. Later requests will be accommodated to the extent feasible.

A recess may be called at the discretion of the Board of Directors or Administrative Committee.

Liz Berry
1743 Miro Way, Rialto, CA 92376
909-356-2302
lberry@confire.org

OPENING

- a. Call to order
- b. Flag Salute

ROLL CALL - BOARD OF DIRECTORS

ROLL CALL - ADMINISTRATIVE COMMITTEE

PUBLIC COMMENT

An opportunity provided for persons in the audience to make brief statements to the Board of Directors and Administrative Committee. (Limited to 3 minutes for each speaker)

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda items may require member abstentions due to conflict of interests and financial interests. Board Member/Administrative Committee abstentions shall be stated under this item for recordation on the appropriate item.

BOARD OF DIRECTORS CONSENT ITEMS

The following items are considered routine and non-controversial and will be voted upon at one time by the Board of Directors. An item may be removed by a Board Member or member of the public for discussion and appropriate action.

- [1.](#) Approve the Joint Meeting of the CONFIRE Board of Directors and Administrative Committee Minutes of May 26, 2026.
- [2.](#) CONFIRE Operations Statement as of August 31, 2026.
- [3.](#) Fund Balance Report as of August 31, 2026.
- [4.](#) YTD Call Summary
- [5.](#) YTD Answer Time
- [6.](#) YTD Billable Incidents
- [7.](#) Call Processing Report - August 2026
- [8.](#) ECNS Report - August 2026
- [9.](#) Revised Exempt Compensation Plan

UPDATE ON CONFIRE ACTIVITIES - CONFIRE Director to give an update on the various activities within CONFIRE.

OLD BUSINESS

- [10.](#) CONFIRE Foundation Update and Authorization to Proceed - Nathan Cooke - **ACTION**
- [11.](#) Executive Director Agreement - Chief Rich Sessler - **ACCEPT AND FILE**

NEW BUSINESS

- [12.](#) Fiscal Year 2025-26 Year-End Budget Report and Budget Adjustments - Damian Parsons - **ACTION**
- [13.](#) Personnel Rules - Joe Barna - **ACTION**
- [14.](#) Board Policy Amendments Related to the Personnel Rules - Joe Barna - **ACTION ITEM**
- [15.](#) Miro Way Property Agreements and Headquarters Planning - Nathan Cooke - **ACTION**

CLOSED SESSION

- 16. Review and update Existing Litigation - Government Code section 54956.9: AMR Lawsuit
- 17. Conference with Legal Counsel - Anticipated Litigation - Significant Exposure to Litigation pursuant to Government Code section 54956.9(d): One potential Case

ADMINISTRATIVE COMMITTEE CONSENT ITEMS

The following items are considered routine and non-controversial and will be voted upon at one time by the Administrative Committee. An item may be removed by a Committee Member or member of the public for discussion and appropriate action.

- [18.](#) Approve the Administrative Committee Minutes of August 25, 2026
- [19.](#) CONFIRE Operations Statement as of August 31, 2026.
- [20.](#) Fund Balance Report as of August 31, 2026.
- [21.](#) YTD Call Summary
- [22.](#) YTD Answer Times
- [23.](#) YTD Billable Incidents
- [24.](#) Call Processing Report - August 2026
- [25.](#) ECNS Report - August 2026
- [26.](#) Contract Employee Agreement - Mike Bell
- [27.](#) Surplus Vehicle Declaration and Trade in Authorization
- [28.](#) Administrative Committee Policy Amendments

DIRECTOR REPORT

- a. Communication Division Update - Nathan Cooke
- b. Finance/Admin. Division Update - Damian Parsons
- c. MIS Division Update - Renan Mamaril
- d. EMS Division Update - Chief Joe Barna

NEW BUSINESS

- 29. Authorization to Purchase Three Emergency Medical Services Vehicles - Damian Parsons - **ACTION ITEM**

ROUND TABLE

CLOSED SESSION

- 30. Review and update Existing Litigation - Government Code section 54956.9: AMR Lawsuit
- 31. Conference with Legal Counsel - Anticipated Litigation - Significant Exposure to Litigation pursuant to Government Code section 54956.9(d): One potential Case
- 32. Conference with Real Property Negotiators - Government Code section 54956.8:
 - Property: 1743 Miro Way, Rialto, CA
 - Agency Negotiator: Nathan Cooke, Executive Director
 - Negotiating parties: County of San Bernardino
 - Under Negotiation: Price and terms of payment

ADJOURNMENT

NEXT MEETING: October 27, 2026.

POSTING:

This is to certify that on September 16, 2026, I posted a copy of the agenda:

- 1743 Miro Way, Rialto, CA
- on the Center's website which is www.confirer.org
- 598 South Tippecanoe Ave, San Bernardino, CA

/s/ Liz Berry

Liz Berry
Clerk of the Board



**JOINT MEETING OF THE CONFIRE BOARD OF DIRECTORS
AND
ADMINISTRATIVE COMMITTEE
TUESDAY, MAY 26, 2026 – 1:00 P.M.**

598 S. TIPPECANOE AVE., 1ST FLOOR ASSEMBLY ROOM, SAN BERNARDINO, CA

MINUTES

ROLL CALL

BOARD OF DIRECTORS:

Madam Chair – Lynne Kennedy – City of Rancho Cucamonga
Vice Chair – Phill Dupper – City of Loma Linda, *Arrived at 1:25 PM*
Dan Leary, Director – Apple Valley Fire Protection District
Harvey Luth, Director – Chino Valley Fire District
David Toro, Director – City of Colton
Marc Shaw, Director – City of Redlands
Andy Carrizales, Director – City of Rialto
Joe Baca, Jr., Director – San Bernardino County
Elizabeth Becerra, Director – City of Victorville

ADMINISTRATIVE COMMITTEE MEMBERS:

Chair - Chief Dan Harker, Loma Linda Fire Department
Vice Chair – Chief Rich Sessler, Redlands Fire Department
Chief Buddy Peratt, Apple Valley Fire Protection District
Chief Dave Williams, Chino Valley Fire District, *Exited at 2:25 PM*
Chief Justin Weems, Colton Fire Department
Chief Mike McCliman, Rancho Cucamonga Fire Department
Chief Chris Jensen, Rialto Fire Department
Chief Bertral Washington, San Bernardino County Fire
Chief Bobby Clemmer, Victorville Fire Department

CALL TO ORDER

- a. Flag Salute
- b. Roll call/Introductions

PUBLIC COMMENT

An opportunity provided for persons in the audience to make brief statements to the Board of Directors and Administrative Committee. (Limited to 3 minutes for each speaker)

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda items may require Board Member abstentions due to conflict of interests and financial interests. Board Member/Administrative Committee abstentions shall be stated under this item for recordation on the appropriate item.

Director Joe Baca Jr. recused himself from Closed Session.

BOARD OF DIRECTORS CONSENT ITEMS

The following items are considered routine and non-controversial and will be voted upon at one time by the Board of Directors. An item may be removed by a Board Member or member of the public for discussion and appropriate action.

1. Approve the Joint Meeting of the CONFIRE Board of Directors and Administrative Committee Minutes of February 24, 2025
2. CONFIRE Operations Statement as of April 30, 2026
3. Fund Balance Report as of April 30, 2026
4. YTD Call Summary
5. YTD Answer Time
6. YTD Billable Incidents
7. Call Processing Time Analysis – April 2026
8. ECNS Report – April 2026

ACTION REQUEST: The Administrative Committee requests the Board accept and approve consent items 1 thru 8.

ACTION: *The CONFIRE Board of Directors accepts and approves consent items 1 thru 8.*

Motion by: *Director Joe Baca Jr.*

Second: *Director Marc Shaw*

Lynne Kennedy – Yes

Phill Dupper – Absent

Dan Leary – Yes

Harvey Luth - Yes

David Toro– Yes

Marc Shaw – Yes

Andy Carrizales – Yes

Joe Baca, Jr. - Yes

Elizabeth Becerra - Yes

Ayes: 8

Noes: 0

Abstain: 0

Absent: 1, *Director Phill Dupper*

Motion Approved

EMPLOYEE RECOGNITION

9. Communications – Angela Haddad: Ashley Fisher, Dispatcher
Manny Vasquez, Dispatcher

Dispatchers Ashley Fisher and Manny Vasquez were both recognized as nominees for Dispatcher of the Year by IAED Navigator. International Academies of Emergency Dispatch (IAED) serves as a global networking, educational, and professional development hub for 911 public safety telecommunicators, communications center leaders, and emergency response innovators. For two CONFIRE dispatchers to receive this nomination is a great honor.

DIRECTOR UPDATE - CONFIRE Director to give an update on the various activities within CONFIRE.

- *International Academies of Emergency Dispatch (IAED) hosted its Navigator 2026 conference at the MGM Grand Hotel in Las Vegas. The theme was “Raising the Stakes: Excellence for Every Emergency.” Having two CONFIRE dispatchers recognized for rising above and beyond in front of over 1,700 peers is amazing.*
- *Thanked all Board Members and Chiefs for staying engaged with the ambulance contract. It has been a long journey which started in 2023. We now have a go live date of October 1st. Millions of residents will be positively affected.*
- *Implementation team will engage starting June 1st.*
- *This will be the largest ambulance transition in California history.*
- *CONFIRE has applied for the Department of Transportation’s Civic Roads Grant for ECNS funding. If approved will bring back to the Board.*
- *Reminded the Board that June 2nd is the Valley Communications Center ribbon cutting ceremony. This is a state-of-the-art facility that will position us for growth into the future.*
- *CONFIRE is currently in negotiations to acquire the current Miro way campus to serve as the CONFIRE/Priority Joint Headquarters.*

NEW BUSINESS

10. Request for Proposal – Arrowbear Lake Fire Department – Nathan Cooke – **ACTION ITEM**

ACTION REQUEST: Upon completion of a pending (draft) standard agreement, authorize the CONFIRE Interim Executive Director to enter into a formal agreement to provide emergency communications services for Arrowbear Lake Fire Department.

Arrowbear Lake Fire Department is a small combination career/volunteer fire department in the San Bernardino Mountains on Highway 330 between Running Springs and the Big Bear Lake/Fawnskin area. It serves the community of Arrowbear lake under the authority of the Arrowbear Park County Water District. The department responds to

approximately 174 fire and emergency medical calls per year. It is currently dispatched by CAL FIRE San Bernardino Unit Emergency Communications Center (ECC)

Arrowbear Lake Fire made a formal request for proposal from CONFIRE in a letter dated March 14, 2023. At that time the agency opted not to enter into an agreement with CONFIRE after some initial discussions. In November of 2025, Arrowbear Lake contacted CONFIRE requesting to revisit the original request for a proposal.

CONFIRE has provided an estimate for such services to Arrowbear Lake, who have indicated a desire to move forward with an agreement. The agency has a need to begin services with CONFIRE no later than June 30, 2026. CONFIRE Board Policy 5.003 “Qualifications for Status as a Contracting Party” requires an agency requesting a dispatch services agreement to be sponsored by a member agency and be approved by the Board of Directors. Arrowbear Lake Fire is requesting such an endorsement from the San Bernardino County Fire District.

The agreement with Arrowbear lake Fire would be formatted in a manner consistent with similar agreements with current Contracting Agencies such as Big Bear Fire Authority and Montclair Fire Department. These agreements have been developed and vetted by CONFIRE’s legal counsel and utilized successfully for many years.

Arrowbear Lake’s low call volume will have minimal impact on daily operations at CONFIRE. Dispatching for Arrowbear lake will improve operations between its neighboring agencies (Running Springs, San Bernardino County, and Big Bear) by having all the agencies in the vicinity dispatched by CONFIRE.

It is recommended that the CONFIRE Board of Directors authorize the CONFIRE Interim Executive Director to enter into an agreement with Arrowbear lake Fire Department pending the receipt of a letter of support from a member agency and a final agreement by the Arrowbear Lake Board of Directors, or its designee.

Fiscal Impact

CONFIRE will be compensated by Arrowbear lake Fire per the signed agreement. The estimated cost to Arrowbear Lake Fire Department is between \$20,000-\$30,000 per year based on optional services it may or may not choose to utilize. CONFIRE will not add staffing to accommodate this new agency, thus the fiscal impact will be negligible.

ACTION: *The CONFIRE Board of Directors authorizes the CONFIRE Interim Executive Director to enter into a formal agreement to provide emergency communications services for Arrowbear Lake Fire Department.*

Motion by: *Director Joe Baca Jr.*

Second: *Director Marc Shaw*

Lynne Kennedy – Yes

Phill Dupper – Absent
Dan Leary – Yes
Harvey Luth - Yes
David Toro– Yes
Marc Shaw - Yes
Andy Carrizales – Yes
Joe Baca, Jr. - Yes
Elizabeth Becerra - Yes

Ayes: 8

Noes: 0

Abstain: 0

Absent: 1, *Director Phill Dupper*

Motion Approved

11. CONFIRE EMS Division Loan Agreement – City of Ontario – Damian Parsons – ACTION ITEM

ACTION REQUEST: Authorize the Chairperson to sign and execute the revised loan from the City of Ontario in the amount of \$20,000,000 for ambulance operation startup costs.

On December 5, 2023, the County of San Bernardino awarded CONFIRE the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County contract (EMS Contract).

On September 12, 2024, the State Superior Court issued an injunction halting the implementation of services, which had been scheduled to begin on October 1, 2024.

On May 6, 2026, the State Superior Court lifted the injunction, allowing CONFIRE to reestablish the implementation process and proceed toward system deployment.

To adhere to the provisions, set forth in the EMS Contract and to fund the startup costs associated with providing these services, CONFIRE sought to secure a loan in an amount not-to-exceed \$20,000,000. On December 11, 2023, the Board of Directors authorized the execution of a loan agreement between CONFIRE and the City of Ontario in the amount of \$20,000,000.

The original contract has been revised to update terms and clarify the language.

Fiscal Impact

The loan funding would be deposited into the EMS Division Enterprise Fund (5020) and used for ambulance administration and operation-related expenses and payments. The term of the loan “Maturity Date” will be 2 years from payment of the first draw.

The 2026-27 EMS Fund (5020) budget includes the first-year costs for loan repayment.

ACTION: *The CONFIRE Board of Directors authorizes the Chairperson to sign and execute the revised loan from the City of Ontario in the amount of \$20,000,000 for ambulance operation startup costs.*

Motion by: *Director Andy Carrizales*

Second: *Director Elizabeth Becerra*

Lynne Kennedy – Yes

Phill Dupper – Absent

Dan Leary – Yes

Harvey Luth - Yes

David Toro– Yes

Marc Shaw - Yes

Andy Carrizales – Yes

Joe Baca, Jr. - Yes

Elizabeth Becerra - Yes

Ayes: *8*

Noes: *0*

Abstain: *0*

Absent: *1, Director Phill Dupper*

Motion Approved

12. Adoption of Exempt Compensation Plan – Damian Parsons – **ACTION ITEM**

ACTION REQUEST: Adopt the CONFIRE Exempt Compensation Plan, establishing compensation and terms and conditions of employment for Exempt Group employees.

Exempt employees at CONFIRE are currently compensated under the San Bernardino County Special Districts and Fire District Compensation Plan. That compensation framework was developed for San Bernardino County special districts and the San Bernardino County Fire Protection District and does not fully reflect CONFIRE's organizational structure, classifications, operational assignments, or administrative needs.

CONFIRE staff, in coordination with the County Human Resources Department, developed a CONFIRE-specific compensation plan based on the existing County framework.

Fiscal Impact

Approval of the CONFIRE Exempt Compensation Plan will result in approximately \$809,354 in new ongoing annual personnel costs for the projected 32 Exempt Plan positions. Most of these costs are associated with the proposed reorganization and attributed to the EMS Division 5020 Fund, including new and revised classifications

necessary to support expanded operational and administrative responsibilities. The projected cost also includes impacts associated with the proposed (2) 3% cost-of-living adjustments and the proposed reclassification of the ECC Chief and Finance Administration Director classifications.

ACTION: *The CONFIRE Board of Directors approves the adoption of the CONFIRE Exempt Compensation Plan as presented.*

Motion by: *Director Phill Dupper*

Second: *Director Andy Carrizales*

Lynne Kennedy – Yes

Phill Dupper – Yes, Arrived at 1:26 pm

Dan Leary – Yes

Harvey Luth - Yes

David Toro– Yes

Marc Shaw – Yes

Andy Carrizales – Yes

Joe Baca, Jr. - Yes

Elizabeth Becerra - Yes

Ayes: *9*

Noes: *0*

Abstain: *0*

Absent: *0*

Motion Approved

13. 2026-27 Budget Presentation – Nathan Cooke/Damian Parsons – **ACTION ITEM**

ACTION REQUEST: Approve the FY 2026-2027 Budget as presented.

Finance/Administration Director, Damian Parsons reviewed a PowerPoint presentation detailing the proposed budget of \$203,488,684. This budget includes 7 funds:

- *Fund 5008 – General Fund (Operations) \$15,803,846*
- *Fund 5009 – Equipment Reserve, \$410,000*
- *Fund 5010 – General Reserve, \$1,202,200*
- *Fund 5011 – Term Benefit Reserve, \$1,069,775*
- *Fund 5019 – CAD to CAD, \$225,112*
- *Fund 5020 – Emergency Medical Services, \$198,137,458*
- *Fund 5030 – Emergency Communications Nurse System, \$2,335,171*

Interim Executive Director Nathan Cooke and Finance/Administration Director Damian Parsons highlighted new initiatives and strategic goals, while stressing key priorities for

the 2026-27 budget year. The presented budget shows fiscal responsibility while focusing on transparency.

ACTION: *The CONFIRE Board of Directors approves the 2026-27 budget as presented.*

Motion by: *Director Phill Dupper*

Second: *Director Andy Carrizales*

Lynne Kennedy – Yes

Phill Dupper – Yes

Dan Leary – Yes

Harvey Luth – No

David Toro– Yes

Marc Shaw – Yes

Andy Carrizales – Yes

Joe Baca, Jr. - Yes

Elizabeth Becerra - Yes

Ayes: 8

Noes: 1-Director Harvey Luth

Abstain: 0

Absent: 0

Motion Approved

14. FY 2026-27 Budget Resolution 2026-01 – Damian Parsons – **ACTION ITEM**

ACTION REQUEST: The CONFIRE Administrative Committee requests the CONFIRE Board of Directors accept and adopt Resolution 2026-01, Adoption of Annual Budget for the Fiscal Year ending June 30, 2027.

ACTION: *The CONFIRE Board of Directors approves and adopts Resolution 2026-01, FY 2026-27 budget as presented.*

Motion by: *Director Andy Carrizales*

Second: *Director Phill Dupper*

Lynne Kennedy – Yes

Phill Dupper – Yes

Dan Leary – Yes

Harvey Luth - No

David Toro– Yes

Marc Shaw – Yes

Andy Carrizales – Yes

Joe Baca, Jr. - Yes

Elizabeth Becerra - Yes

Ayes: 8

Noes: 1, Director Harvey Luth

Abstain: 0

Absent: 0

Motion Approved

CLOSED SESSION

**Director Joe Baca Jr. recused himself from Closed Session.*

***The Board of Directors and Administrative Committee entered Closed Session at 1:58 p.m.*

15. Review and update Existing Litigation – Government Code section 54956.9: AMR Lawsuit

**The Board of Directors and Administrative Committee came out of Closed Session at 2:23 p.m.*

No reportable action from Closed Session.

ADMINISTRATIVE COMMITTEE CONSENT ITEMS

The following items are considered routine and non-controversial and will be voted upon at one time by the Administrative Committee. An item may be removed by a Committee Member or member of the public for discussion and appropriate action.

16. Approve Administrative Committee Minutes of April 28, 2026.
17. CONFIRE Operations Statement as of April 30, 2026.
18. Fund Balance Report as of April 30, 2026.
19. YTD Call Summary
20. YTD Answer Time
21. YTD Billable Incidents
22. Call Processing Time Analysis – April 2026
23. ECNS Report – April 2026
24. Amendment to Consultant Agreement - Mat Fratus Consulting

Motion to accept all items on Consent.

Motion by: *Chief Buddy Peratt*

Second: *Chief Rich Sessler*

Ayes: 8

No: 0

Abstain: 0

Absent: 1, *Chief Dave Williams*

Motion Approved

NEW BUSINESS

25. Agreement between CONFIRE and CVFD for Chief Dean Smith – Nathan Cooke – **ACTION ITEM**

On December 5, 2023, the County of San Bernardino awarded CONFIRE the Advanced life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County contract (EMS Contract).

On September 12, 2024, the State Superior Court issued an injunction halting the implementation of services.

On May 6, 2026, the State Superior Court lifted the injunction, allowing CONFIRE to re-establish the implementation process and proceed toward system deployment.

To organize a successful transition, San Bernardino County Fire Chiefs will use the incident command system to organize resources and have selected Chief Smith to serve as the Operations Section Chief for the CONFIRE EMS Division Implementation Team.

This implementation team has already begun working on the project. Priorities have been identified for Chief Smith to build the foundation and included in the scope of work for the consulting agreement:

- a. Work with CONFIRE Staff and Implementation Team members to ensure all aspects of the County Ground Ambulance Contract are fulfilled prior to implementation on October 1, 2026.*
- b. Coordinate and work with Priority Ambulance staff on all aspects of their obligations related to the requirements in the Contract, to ensure all obligations of agreement prior to October 1, 2026.*
- c. Perform all duties and functions related to serving as the Deputy Incident Commander for the CONFIRE EMS Division Implementation Team.*

Fiscal Impact

Total costs for the five-month term will not exceed \$185,000. The current year costs are estimated at \$33,959 and will be paid by the balance of the loan to the EMS Fund 5020 from the General Reserve Fund (5010)

The remaining costs, estimated at \$151,041 for the budget year 2026-27 will be paid from the EMS Fund 5020 operating budget.

Motion to authorize the Interim Executive Director to execute and enter into an agreement between CONFIRE and Chino Valley Independent Fire District (CVFD), to authorize Dean Smith to serve as Operations Section Chief for the CONFIRE Ambulance

Contract Implementation Team. Amount not to exceed \$185,000 for the initial five-month term.

Motion by: *Chief Bertral Washington*

Second: *Chief Mike McCliman*

Ayes: 8

No: 0

Abstain: 0

Absent: 1, *Chief Dave Williams*

Motion Approved

26. Consulting Services from Division Chief Joe Barna – Nathan Cooke – **ACTION ITEM**

Effective May 2, 2026, the San Bernardino County Fire Protection District agreed to assign Division Chief, Joe Barna to CONFIRE to provide consulting services in support and the administration and implementation of the Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County contract (EMS Contract).

Division Chief Barna was previously assigned to the Ground Ambulance Services implementation team where he performed a critical role in establishing the administrative and financial policies and processes for the ambulance services.

On May 6, 2026, the State Superior Court lifted the injunction, allowing CONFIRE to re-establish the implementation process and proceed toward system deployment.

The implementation team has already begun working on the project. Chief Barna will resume the implementation of administrative and financial policies and processes in support of the Ground Ambulance Services contract.

The current contract (No. 23-1183) between the San Bernardino County Fire Protection District and CONFIRE allows for each entity to pay for the provision of additional services, therefore a new agreement for these services is not necessary. CONFIRE will reimburse San Bernardino the not-to-exceed amount of \$535,692 for the twelve-month period.

Fiscal Impact

The current year costs for these services two months is approximately \$89,282 and will be paid by the balance of the loan to the EMS fund 5020 from the General Reserve Fund (5010)

All costs for these services for budget year 2026-27 will be paid from the EMS Fund 5020 operating budget.

Motion to authorize the reimbursement of salary and benefits costs in the amount not to exceed \$535,692 to the San Bernardino County Fire Protection District for the services of Joe Barna retroactive to May 2, 2026, for a twelve-month term ending on May 1, 2027.

Motion by: *Chief Buddy Peratt*

Second: *Chief Rich Sessler*

Ayes: 8

No: 0

Abstain: 0

Absent: 1, *Chief Dave Williams*

Motion Approved

ROUND TABLE

CLOSED SESSION

***No Closed Session*

ADJOURNMENT

Motion to adjourn the Joint Meeting of the CONFIRE Board of Directors and Administrative Committee.

The meeting adjourned at 2:41 p.m.

Upcoming Meeting: Administrative Committee Meeting, Tuesday, June 23, 2026 @ 1:00 p.m.
Loma Linda EOC, 25541 Barton Rd., Loma Linda, CA

_____/s/ Liz Berry

Liz Berry

Clerk of the Board



OPERATIONS FUND 5008
Unaudited MONTHLY SUMMARY FY 2026-27

Expenditures	July	Aug	Sep	3 PP Oct	Nov	Dec	Jan	Feb	Mar	3 PP Apr	May	June	Total YTD Expended	2026/27 Budget	Bud - Exp Difference	% Used
Salary/Benefits	846,717	881,462	-	-	-	-	-	-	-	-	-	-	1,728,179	11,551,590	\$9,823,411	15.0%
Overtime/Call Back	32,920	34,126	-	-	-	-	-	-	-	-	-	-	67,046	342,251	\$275,205	19.6%
Phone/Circuits/Internet	25,334	27,320	-	-	-	-	-	-	-	-	-	-	52,654	334,336	\$281,682	15.7%
County IS/Data Services/Counsel	(3,273)	9,767	-	-	-	-	-	-	-	-	-	-	6,494	81,489	\$74,995	8.0%
Radio/Pager, Console Maint	-	98,612	-	-	-	-	-	-	-	-	-	-	98,612	400,571	\$301,959	24.6%
Computer Software	566,327	62,602	-	-	-	-	-	-	-	-	-	-	628,929	2,336,138	\$1,707,209	26.9%
Computer Hardware	-	962	-	-	-	-	-	-	-	-	-	-	962	37,200	\$36,238	2.6%
Office Exp/Copier Lease	(23,617)	9,699	-	-	-	-	-	-	-	-	-	-	(13,918)	226,099	\$240,017	-6.2%
Insurance/Auditing	-	-	-	-	-	-	-	-	-	-	-	-	-	258,533	\$258,533	0.0%
Payroll/HR/Medical Director	32,649	96,461	-	-	-	-	-	-	-	-	-	-	129,111	837,668	\$708,557	15.4%
Travel/Training	7,638	6,451	-	-	-	-	-	-	-	-	-	-	14,090	115,592	\$101,502	12.2%
Auto/Structure/Fuel	(1,809)	3,818	-	-	-	-	-	-	-	-	-	-	2,009	54,734	\$52,725	3.7%
Other/Rent/Equip Trans	23,934	23,964	-	-	-	-	-	-	-	-	-	-	47,898	469,652	\$421,754	10.2%
Total	1,506,820	1,255,246	-	-	-	-	-	-	-	-	-	-	2,762,066	17,045,853	\$14,283,788	16.2%
% Fiscal Year Passed																17%

Revenue	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Received	Budget	Difference	% Rcvd
Services	(19,413)	3,971,435	-	-	-	-	-	-	-	-	-	-	3,952,022	(15,803,846)	(19,755,868)	(0)
Interest	49,375	(49,375)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Rev		5,128	-	-	-	-	-	-	-	-	-	-	5,128	(1,245,008)	(1,250,136)	-
Total	29,962	3,927,188	-	-	-	-	-	-	-	-	-	-	3,957,150	(17,048,854)	(21,006,004)	(0.23)
% Fiscal Year Passed																17%




CONFIRE

FY 2026-27
Unaudited Fund Balance Report
As of August 31, 2026

Operations Fund (5008)

Unaudited Fund Balance 7/1/26		\$ 2,604,825
Revenue	3,959,656	
Expenditures	(2,761,405)	
	Net	1,198,251
Transfer-to from Fund 5008 - Retain as additional Resource		
	Net Transfers In/Out	-
Available Fund Balance		\$ 3,803,076
*FY 2026-27 Operating costs 10% is \$1,580,385 Per Board Policy		

Equipment Reserve Fund (5009)

Unaudited Fund Balance 7/1/26		\$ 2,762,679
Revenue	201,395	
Expenditures	223,064	
	Net	424,459
Available Fund Balance		\$ 3,187,138

General Reserve Fund (5010)

Unaudited Fund Balance 7/1/26		\$ 6,904,995
Revenue	(468)	
Expenditures	157,787	
Grant Funds Due to CAD to CAD	-	
	Net	157,319
Transfer-In from Fund 5008 - Retain as additional Resource		
	Net Transfers In/Out	-
Total Fund Balance		\$ 7,062,314

Restricted Fund Balance

Reserve for CIP	(2,200,000)	
	Net Committed	(2,200,000)
Available Fund Balance		\$ 4,862,314

*FY 2026-27 Operating costs 25% is \$3,950,961



FY 2026-27
Unaudited Fund Balance Report
As of August 31, 2026

Term Benefits Reserve Fund (5011)			
Unaudited Fund Balance 7/1/26		\$	2,222,842
Revenue	9,962		
Expenditures	-		
	Net Transfers In/Out		-
	Available Fund Balance	\$	2,232,804
CAD-to-CAD Project Special Revenue Fund (5019)			
Unaudited Fund Balance 7/1/26		\$	328,669
Revenue	(9,959)		
Expenditures	(50,479)		
	Net Transfers In/Out		-
	Available Fund Balance	\$	268,231
Emergency Medical Service Division Enterprise Fund (5020)			
Unaudited Fund Balance 7/1/26		\$	89,150
Revenue	390		
Expenditures	(37,776)		
	Net		(37,386)
	Net Transfers In/Out		-
	Available Fund Balance	\$	51,764
Emergency Communications Nurse System (5030)			
Unaudited Fund Balance 7/1/25		\$	275,736
	Revenue		82,899
	Expenditures		(346,255)
	Net		(263,356)
	Net Transfers In/Out		
	Available Fund Balance	\$	12,380

 CONFIRE	Call Summary CONFIRE/Comm Center		From: 1/1/2026
	1743 W Miro Way Rialto, CA 92376 County: San Bernardino		To: 8/31/2026
	Year: 20206		Period Group: Month
			Call Type: All Abandoned Filters: Include Abandoned

Date	911	911 Abdn	Total 911	911 Abdn Percentage	10-Digit Emergency Inbound	10-Digit Emergency Abdn	Total 10-Digit Emergency	Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
Jan-26	16799	152	16951	0.90%	14143	564	14707	16155	3644	67	19866	51524	130.4
Feb-26	14720	157	14877	1.06%	12885	438	13323	14448	4175	53	18676	46876	131.8
Mar-26	19122	22	19144	0.11%	12258	436	12694	15533	3507	46	19086	50924	128.1
Apr-26	18199	39	18238	0.21%	11497	385	11882	14405	3173	76	17654	47774	126.2
May-26	19741	31	19772	0.16%	13184	539	13723	16549	3701	120	20370	53865	124.2
Jun-26	19045	17	19062	0.09%	13175	6100	19275	15780	3458	97	19335	57672	112.2
Jul-26	20688	27	20715	0.13%	13864	514	14378	18010	3805	116	21931	57024	121.9
Aug-26	20366	44	20410	0.22%	13863	572	14435	16787	3953	96	20836	55681	125.8
2026 Totals	148680	489	149169	0.33%	104869	9548	114417	128166	29416	671	158253	421839	124.7
2025 Totals	127389	3733	131122	2.85%	122973	6004	128977	125471	34178	999	160648	420747	122.5



PSAP Answer Time

CONFIRE/Comm Center

1743 W Miro Way

Rialto, CA 92376

County: San Bernardino

Month - 1/1/2026 - 8/31/2026

Agency Fire
Affiliation

From: 1/1/2026

To: 8/31/2026

Period Group: Month

Time Group: 60 Minute

Time Block: 00:00 - 23:59

Call Type: 911 Calls

Call Hour	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	Total
January 2026 Total	15,986	435	215	249	47	17	2	16,951
% answer time ≤ 10 seconds	94.31%	2.57%	1.27%	1.47%	0.28%	0.10%	0.01%	100.00%
% answer time ≤ 15 seconds	96.87%							
% answer time ≤ 40 seconds	99.61%							
February 2026 Total	14,047	356	165	222	56	30	1	14,872
% answer time ≤ 10 seconds	94.42%	2.39%	1.11%	1.49%	0.38%	0.20%	0.01%	100.00%
% answer time ≤ 15 seconds	96.81%							
% answer time ≤ 40 seconds	99.42%							
March 2026 Total	18,139	427	220	265	56	34	3	19,144
% answer time ≤ 10 seconds	94.75%	2.23%	1.15%	1.38%	0.29%	0.18%	0.02%	100.00%
% answer time ≤ 15 seconds	96.98%							
% answer time ≤ 40 seconds	99.51%							
April 2026 Total	17,069	448	242	318	101	54	6	18,238
% answer time ≤ 10 seconds	93.59%	2.46%	1.33%	1.74%	0.55%	0.30%	0.03%	100.00%
% answer time ≤ 15 seconds	96.05%							
% answer time ≤ 40 seconds	99.12%							
May 2026 Total	18,010	619	340	580	131	89	3	19,772
% answer time ≤ 10 seconds	91.09%	3.13%	1.72%	2.93%	0.66%	0.45%	0.02%	100.00%
% answer time ≤ 15 seconds	94.22%							
% answer time ≤ 40 seconds	98.87%							
June 2026 Total	17,668	527	261	469	89	47	1	19,062
% answer time ≤ 10 seconds	92.69%	2.76%	1.37%	2.46%	0.47%	0.25%	0.01%	100.00%
% answer time ≤ 15 seconds	95.45%							
% answer time ≤ 40 seconds	99.28%							
July 2026 Total	18,994	588	381	516	163	69	4	20,715
% answer time ≤ 10 seconds	91.69%	2.84%	1.84%	2.49%	0.79%	0.33%	0.02%	100.00%
% answer time ≤ 15 seconds	94.53%							
% answer time ≤ 40 seconds	98.86%							
August 2026 Total	18,921	587	299	406	116	65	14	20,410
% answer time ≤ 10 seconds	92.70%	2.88%	1.46%	1.99%	0.58%	0.32%	0.07%	100.00%
% answer time ≤ 15 seconds	95.58%							
% answer time ≤ 40 seconds	99.03%							
Year to Date 2026 Total	138,834	3,987	2,123	3,025	761	405	34	149,169
% answer time ≤ 10 seconds	93.07%	2.67%	1.42%	2.03%	0.51%	0.27%	0.02%	100.00%
% answer time ≤ 15 seconds	95.74%							
% answer time ≤ 40 seconds	99.20%							
Year to Date 2025 Total	124,042	3,031	1,395	2,003	461	177	13	131,122
% answer time ≤ 10 seconds	94.60%	2.31%	1.06%	1.53%	0.35%	0.13%	0.01%	100.00%
% answer time ≤ 15 seconds	96.91%							
% answer time ≤ 40 seconds	99.50%							

CONFIRE Billable Incidents

Item 6.

Period: 01/01/2026 thru 08/31/2026

Jurisdiction	# of Incidents	% of Total
San Bernardino County	91,614	53.16%
VictorvilleFD	16,682	9.68%
RanchoCucamonga	13,568	7.87%
AppleValley	9,438	5.48%
ChinoValleyFD	9,175	5.32%
Redlands	8,027	4.66%
Rialto	7,873	4.57%
Colton	4,862	2.82%
MontclairFD	3,415	1.98%
Loma Linda	2,983	1.73%
Big Bear Fire	2,328	1.35%
San Manuel FD	1,598	0.93%
Running Springs	421	0.24%
Baker Ambulance	236	0.14%
Road Department	130	0.08%
Total	172,350	100%

BDC Division	# of Incidents	% of Total
East Valley	31,356	34.23%
Fontana	14,437	15.76%
Valley	12,248	13.37%
Hesperia	9,156	9.99%
South Desert	8,628	9.42%
North Desert	8,507	9.29%
Adelanto	3,949	4.31%
Mountain	3,204	3.50%
Hazmat	129	0.14%
Total	91,614	100%



911 CALL PROCESSING TIME ANALYSIS

Reporting on the CONFIRE 9-1-1 call processing times for the month of August 2026.



Prepared for	CONFIRE Leadership & Administrative Committee
Prepared by	Mat Fratus / Angela Haddad – Data Manager
Reporting period	August 1 – August 31, 2026
Date issued	September 8, 2026
Classification	[Internal use]

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Executive Summary

The report highlights areas of strong performance, identifies factors that may affect the timely dispatch of emergency resources, and supports informed decisions. CONFIRE is committed to providing timely, reliable, and effective emergency communications.

Purpose

Provide CONFIRE Leadership with a clear, data-driven assessment of how efficiently 911 calls are received, evaluated, prioritized, and dispatched.

Key Elements of Call Processing

This analysis covers four key elements of call processing time by the CONFIRE Communications Center (CCC).

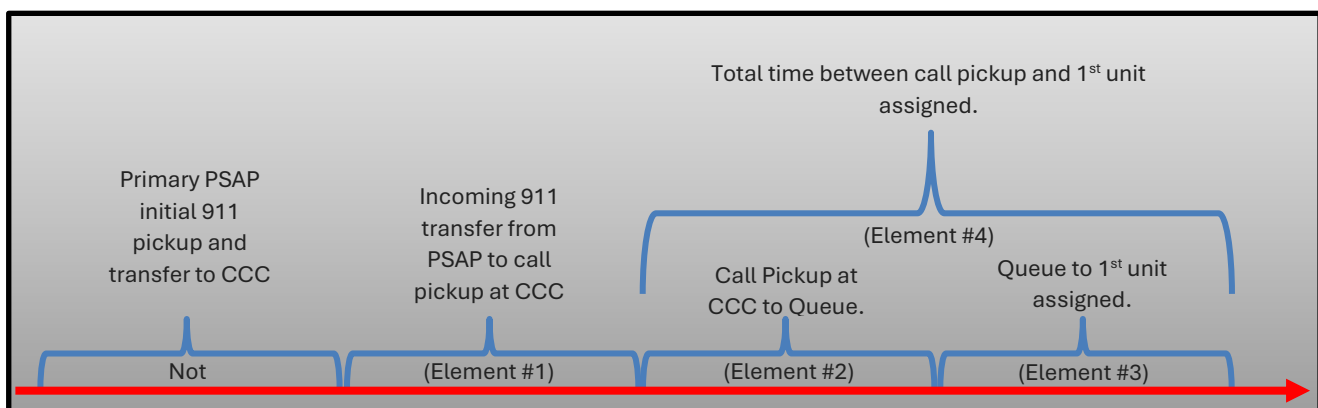
Element #1 – The time interval between the alert of an incoming 911 call from a Primary PSAP and when the call is answered by a CCC Dispatcher.

Element #2 – The time interval between when an emergency 911 call is answered by a CCC Dispatcher to the time where it is entered into queue.

Element #3 – The time interval between when an emergency 911 call is entered into queue to the time when the first responding unit is alerted and assigned to the call.

Element #4 – The total time interval between when an emergency 911 call is answered by a CCC Dispatcher to the time when the first responding unit is alerted and assigned the call.

Figure 1 - Elements captured in the analysis of call processing times at CONFIRE CCC



Call Answering Time from Primary Public Safety Answering Points (PSAPs)

CONFIRE receives 911 calls from multiple allied agency primary PSAPs. As a secondary PSAP, its goal is to answer 90% of incoming calls within 10 seconds. Since call times aren't logged in CAD until after pickup, CONFIRE uses



Emergency Call Tracking System (ECaTS) to track ring-to-pickup intervals and monitor performance. This data supports the call volume and answer time metrics shown in Figure 2.

911 CALL PROCESSING

Objective

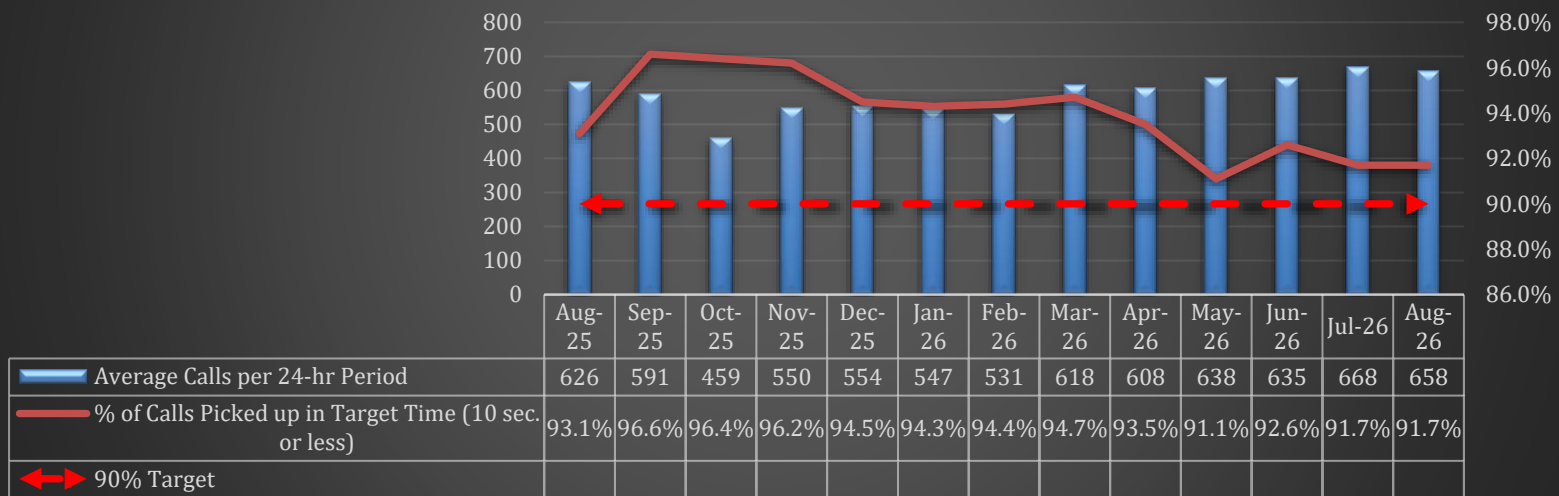
For the purposes of this analysis, only calls that meet the definition of “emergency” per NFPA 1221 and CONFIRE Administrative Chiefs’ directive are included in the calculations.

Emergency Call Processing

Once the call is answered by CCC dispatchers, all call activity is captured in CONFIRE’s CAD server. The following table illustrates multiple elements of the call processing continuum in terms of call volume and call processing times for various call types.

Figure 2 - ECaTS Reporting of CONFIRE 911 Call Pickup Times for primary PSAP transfers

CONFIRE Incoming 911 Call Volume and Pickup Times August 2025 to August 2026 (10 sec. or less answer time)



NOTE: CALL VOLUME IN JUNE & JULY 2025 WAS LOW DUE TO OUT OF SERVICE 911 TRUNKS IMPACTED BY A CONSTRUCTION DRILLING ACCIDENT.

EMS Call Processing

EMS Calls include all CAD problem codes that reference a medical emergency, trauma, or traffic collisions.

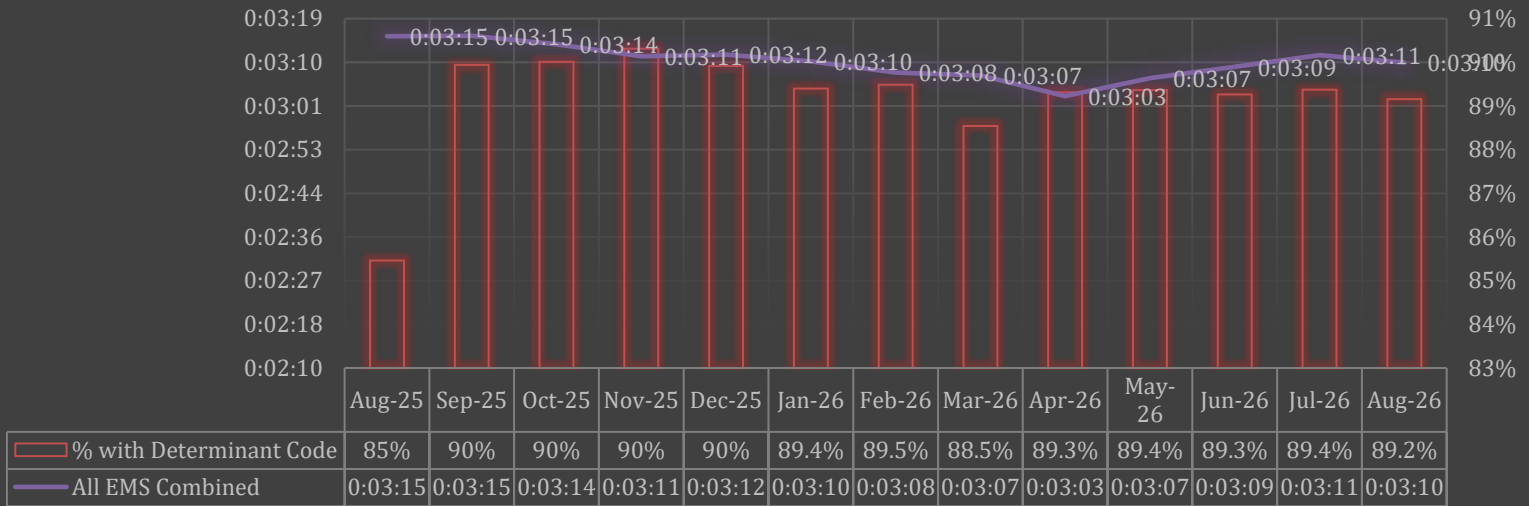
Figure 3 – EMS Processing Time: Call pickup to 1st Unit assigned by Percentile intervals

Call Type	25th Percentile	50th Percentile	75th Percentile	90th Percentile	Goal
Echo	0:00:46	0:01:05	0:01:30	0:02:04	0:01:30
Delta	0:00:57	0:01:24	0:02:08	0:02:57	0:02:30
Charlie	0:01:12	0:01:54	0:02:40	0:03:36	0:02:30
Bravo	0:01:54	0:02:20	0:02:56	0:03:44	0:03:00
Alpha	0:01:08	0:01:52	0:02:29	0:03:16	0:03:00

Figure 4 - EMS Call Volume: Call pickup to 1st Unit assigned by Percentile intervals

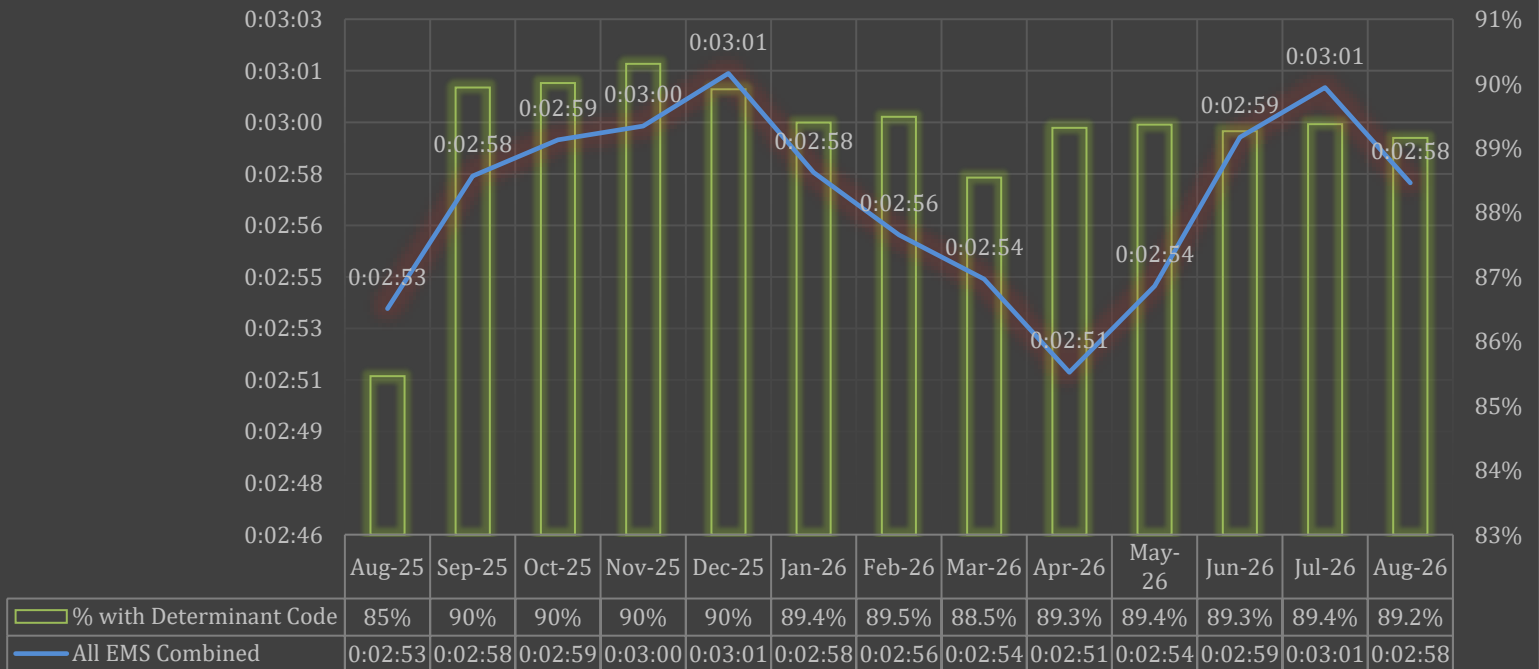
Call Type	25th Percentile	50th Percentile	75th Percentile	90th Percentile	Additional calls needed to get to 90%
Echo	79	158	237	284	46
Delta	988	1975	2962	3555	260
Charlie	938	1875	2812	3375	717
Bravo	351	702	1053	1263	189
Alpha	19	38	59	72	4
no EMD Code	699	1398	2097	2516	1092

Figure 5 - EMS Total Calls: Call pickup to 1st Unit Assigned

Call Pickup to First Unit Assigned EMS Calls (90th percentile)

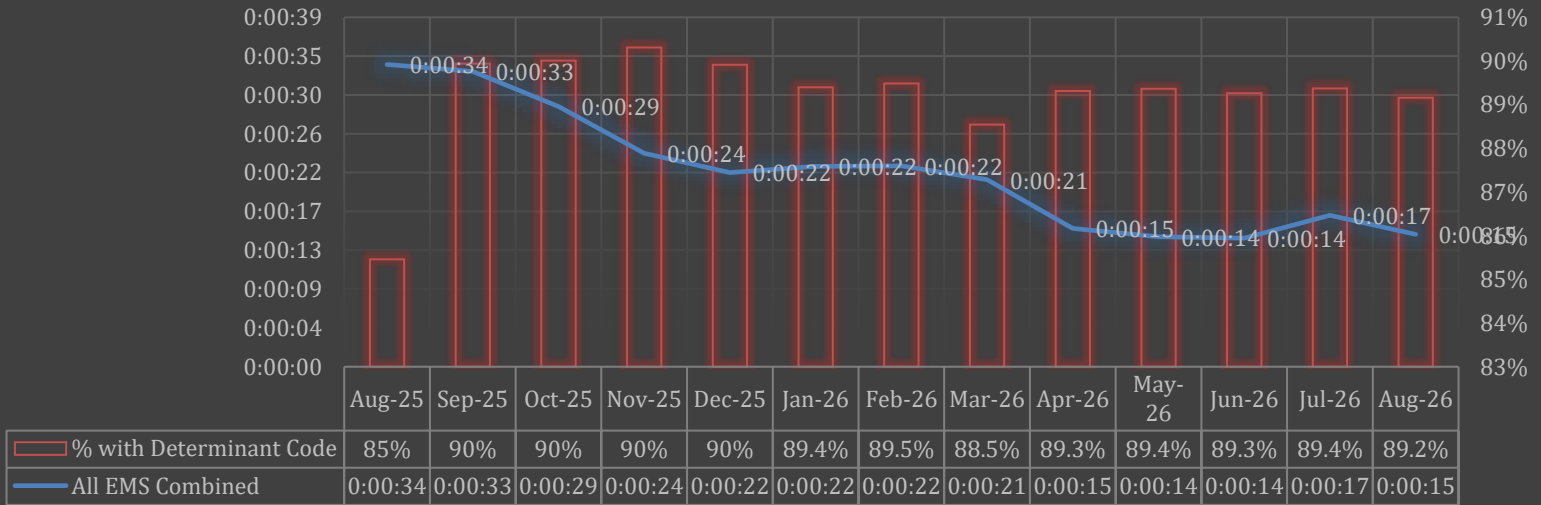
NOTE: INCLUDES ALL EMERGENCY CALL TYPES; CALLS WITH AND WITHOUT DETERMINANT CODES.

Figure 6 - EMS Total Calls: Call pickup to Queue

Pickup to Queue EMS Calls (90th Percentile)

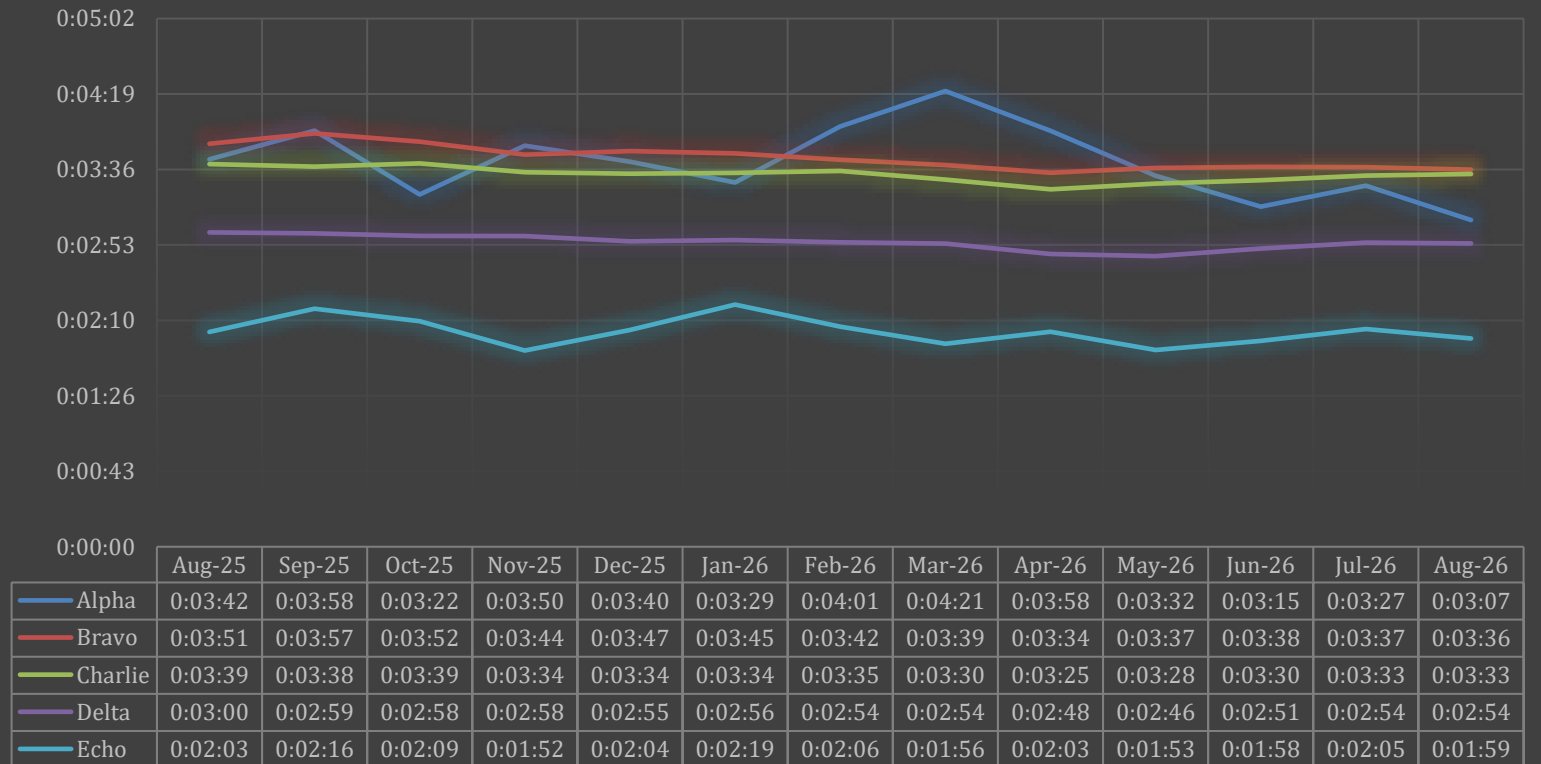
NOTE: INCLUDES ALL EMERGENCY CALL TIMES; CALLS WITH AND WITHOUT DETERMINANT CODES.

Figure 7 - EMS Total Calls: EMS Queue to 1st Unit Assigned

Queue to First Unit Assigned EMS Calls (90th Percentile)

NOTE: INCLUDES ALL EMERGENCY CALL TYPES; CALLS WITH AND WITHOUT DETERMINANT CODES.

Figure 8 - EMS Call pickup to 1st Unit Assigned by EMD Determinant Code

Call Pickup to 1st Unit Assigned by Determinant Code (90th Percentile)

Fire / Rescue Related Calls

Fire/Rescue related calls include all CAD problem codes that reference specific fire types as well as technical rescue and Haz-mat calls.

Figure 9 – FIRE Processing Time: Call pickup to 1st Unit Assigned by Percentile interval

Call Type	25th Percentile	50th Percentile	75th Percentile	90th Percentile	Goal
Structure Fires	0:01:24	0:01:44	0:02:14	0:03:01	0:02:30
Non-Structure Fires	0:01:17	0:01:45	0:02:16	0:03:00	0:02:30

Figure 10 – FIRE Call Volume: Call pickup to 1st Unit Assigned by Percentile interval

Call Type	25th Percentile	50th Percentile	75th Percentile	90th Percentile	Additional calls needed to get to 90%
Structure Fires	41	82	123	147	11
Non-Structure Fires	128	255	383	459	51

Figure 11 - FIRE: Call pickup to 1st Unit Assigned

Phone Pickup to First Unit Assigned Fire/Rescue (90th percentile, based on emergency fire calls only)

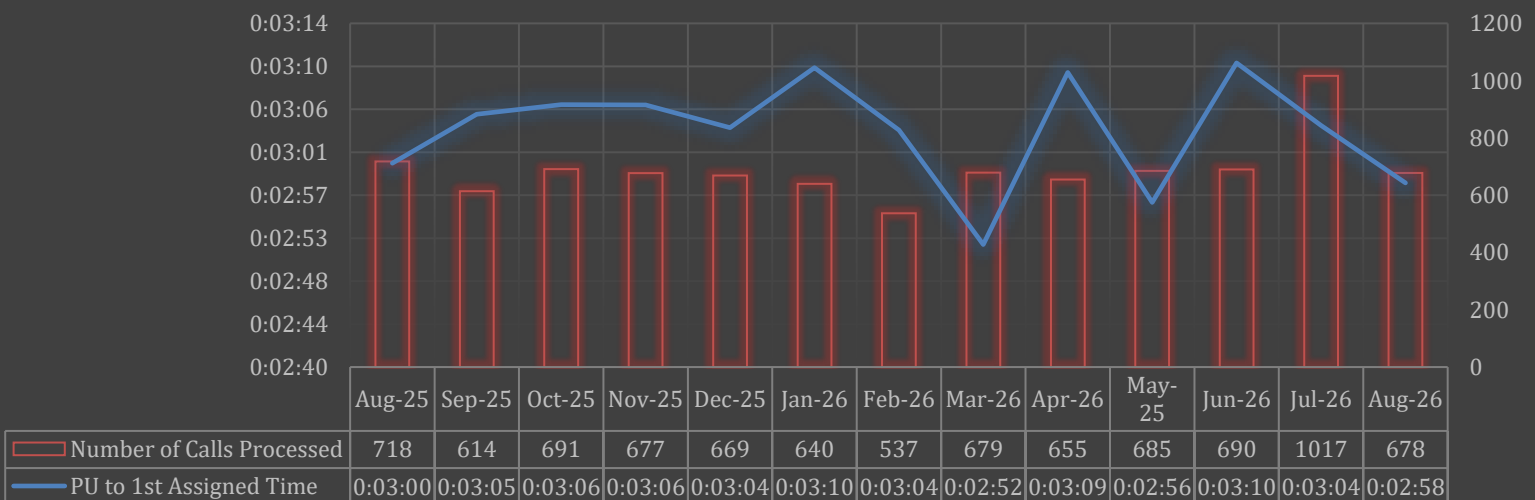


Figure 12 - FIRE: Call pickup to Queue

Pickup to Queue Fire/Rescue Calls (90th Percentile, based on emergency fire calls only)

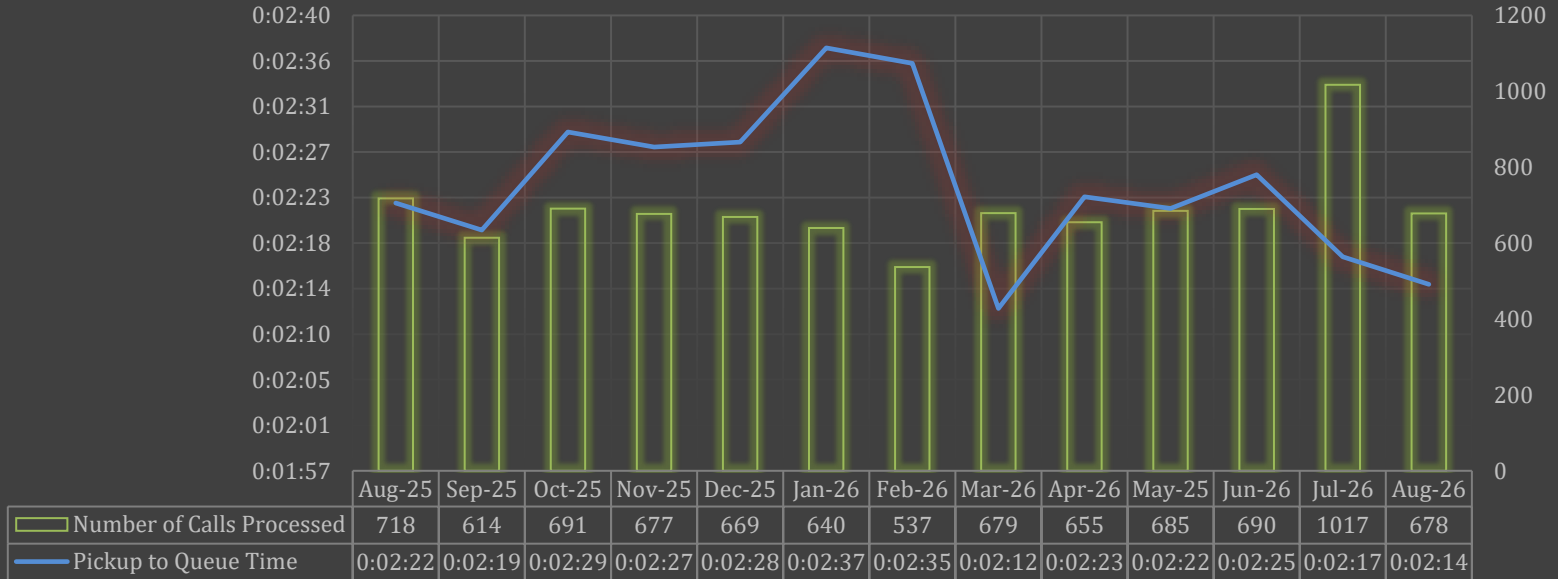
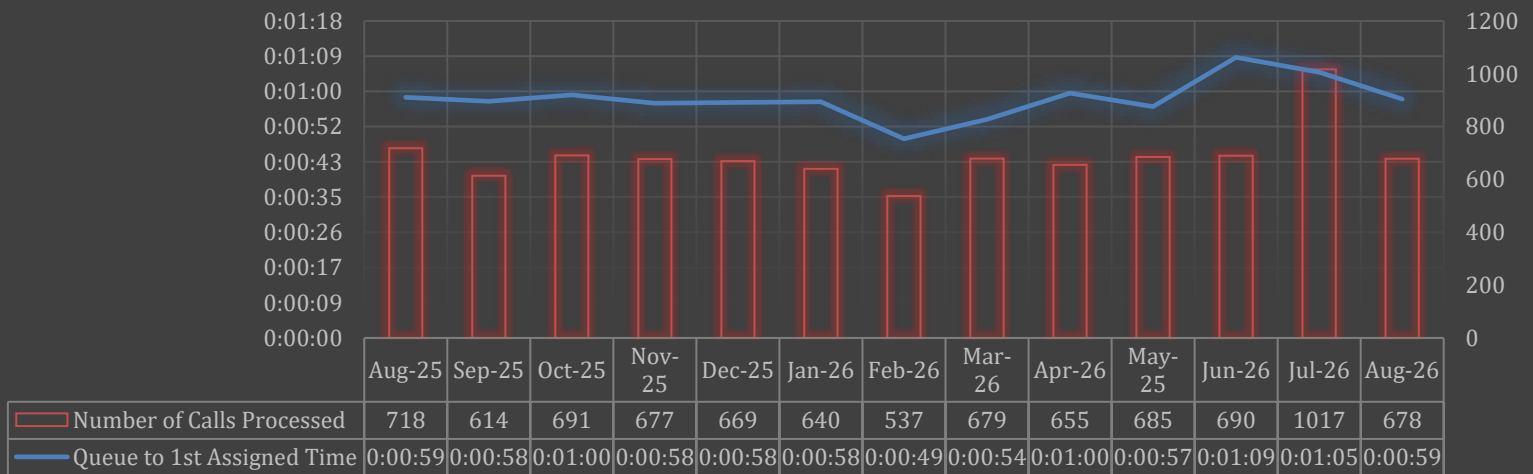


Figure 13 - FIRE: Queue to 1st Unit Assigned

Queue to First Unit Assigned Fire/Rescue (90th Percentile, based on emergency fire calls only)



CONFIRE ECNS Analysis

August 2026



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August 2026

The following is an analysis of various Emergency Communications Nursing System (ECNS) call processing components and disposition of callers participating in the ECNS process. The analysis looks at various components in the call processing continuum including determination of ECNS eligibility, proper transfer and capture in the LowCode ECNS processing software, and final disposition of pre-hospital care. Data for this analysis was extracted from CONFIREs CAD database, the LowCode database, and ImageTrend medical records.

Establishing Low-Acuity Symptoms and Eligibility for ECNS

The first step in the ECNS continuum is for the 911 dispatcher to determine the medical severity of the patient's condition. This is done through CONFIRE's Emergency Medical Dispatch (EMD) process, which uses a scripted question/answer format with the caller to identify key symptoms that help categorize medical complaints by type and severity. The final determination is captured as a "Determinant Code". Determinant codes are then used to establish the most appropriate level of response, which can include ALS or BLS units code-3 or no-code, or a transfer of the call to an ECNS nurse for alternative care and transport as appropriate.

In order to obtain a determinant code, the dispatcher must be able to speak directly to a cooperative patient or someone who is in direct communication with the patient. Factors that impede the ability to obtain a determinant code include calls coming from a third party, such as law enforcement or alarm companies, when there is a language barrier, or when the caller simply does not cooperate with the process. These situations occur on approximately 25% of the incoming 911 medical calls for service. For the purposes of this analysis, only calls where a determinant code can be obtained are used performance measurements.

Table 1 provides an overview of CONFIREs EMS call volume and EMD effectiveness based on all emergency calls coming into the system. To align with the ECNS data, the numbers are also shown during hours when the ECNS is currently operational (0700 to 2330 hrs).

Table 1: EMS 911 calls for service and EMD completion for August 2026

Item 8.

	All Calls	ECNS Operational Hours Only
Total Emergency EMS Calls	20,130	16,512
Total EMS Calls with Obtainable Determinant Code	14,970	12,343
Total EMS Calls with Determinant Code	13,205	10,775
% of EMD Obtainable EMS Calls with Determinant Code	88.2%	87.3%

Table 2 analyzes these elements using two different approaches. The first approach (column 2) is an ideal, capacity-based analysis using all EMS calls with a determinant code that qualifies for ECNS transfer using International Academies of Emergency Dispatch (IAED) protocols. This also includes eligible calls that occur during times when CONFIRE's ECNS is not staffed (2301 hrs. to 0659 hrs.).

The second approach (column 3) takes a more refined and real-world operational approach by excluding calls that, while technically eligible by determinant code, are not suitable for ECNS transfer due to situational limitations. Examples of excluded scenarios include

- The patients' condition becomes more serious during the interrogation.
- The caller is a medical facility.
- The caller is a minor with no adult on scene.
- The Patient is in a public place which inhibits detailed communication with the ECN.
- The patient is completely immobile.
- Other inability to interrogate patient (Language barrier, uncooperative).

Additionally, the second approach considers that CONFIRE's ECNS center is only staffed from 0700 hrs. to 2330 hrs. and excludes calls that are received outside ECNS operational hours. With these differences, the first approach serves as an indicator of the system's capacity with ideal circumstances, where the second approach provides a view of the practical application of the program with CONFIRE's current operations and limitations. These differences are summarized below:

Feature	First Approach – Ideal Capacity	Second Approach - Practical Application (CONFIRE Policy)
Time of Call	All hours included	Only calls within ECNS operational hours
IAED Code Eligibility	Included	Included
Situational Limitations (e.g., public setting, minor without adult)	Included	Excluded
Purpose	Measures theoretical capacity	Measures practical effectiveness

Table 2: August 2026 data comparison IAED Protocol and CONFIRE Adopted Policy.

	Based on IAED Protocol (All Hours)	Based on CONFIRE Policy (Staffed hours only)
Total Calls Eligible for ECNS:	2,033	1,650
% of EMS calls with Determinant Code Eligible for ECNS	15.4%	12.5%
Total calls eligible for ECNS transfer	2,033	1,553
Total ECNS Eligible Calls Transferred to ECN (Entered in Low Code)	701	701
% of Eligible EMS Calls Transferred to ECNS system	41.5%	53.9%

Reasons why ECNS Eligible Calls were not Transferred to the ECNS Nurse Line

CONFIRE's CAD system is configured to prompt dispatchers whenever a call meets the criteria for potential transfer to the Emergency Communications Nurse System (ECNS). Eligibility is determined by the established determinant code assigned to the incident.

When prompted, the dispatcher may choose to bypass ECNS and dispatch a standard response instead; however, they must select a reason for doing so from a predefined list. The summary below outlines the reasons calls were not transferred.

These determinations rely on the dispatcher's interpretation of the information available at the time of the call, introducing an element of subjectivity. Additionally, because the list of bypass reasons is predefined, it May not encompass every possible situation. As a result, dispatchers must exercise judgment in selecting the category that best fits the circumstances, even if it does not perfectly describe the situation.

Table 3: Dispatcher response as to why eligible calls were not transferred to ECNS.

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Disposition Text from CAD	Total Number of Calls	% of Total Eligible Calls Not sent to Low Code	During Staffed Hours Only	% of Total Eligible Calls Not sent to Low Code During Staffed Hours
* Call Taker decided to not send incident to LowCode, with reason: ECN NOT AVAIL= No ECN staff available in house or remote (Sup Approval Required)	1193	94.9%	825	93.1%
*Call Taker decided to not send incident to LowCode, with reason: STUDENT AT SCHOOL OR MINOR ONLY SCENE= PT is a minor student at school or there is NO adult on scene	39	3.1%	39	4.4%
*Call Taker decided to not send incident to LowCode, with reason: CALL PROCESSED= sent to ECN, updated information	26	2.1%	26	2.9%
* Call Taker decided to not send incident to LowCode, with reason: MEDICAL FACILITY RP= RN/Dr requesting 911 AND is at PT bedside	15	1.2%	12	1.4%
*Call Taker decided to not send incident to LowCode, with reason: REMOTE LOCATION= Coordinates given as location or not easily accessible	8	0.6%	8	0.9%
*Call Taker decided to not send incident to LowCode, with reason: TEST CALL	1	0.1%	1	0.1%
*Call Taker decided to not send incident to LowCode, with reason: REQUESTING TO CANCEL= no longer requesting medical aid	1	0.1%	1	0.1%

For the purposes of this report, the remaining charts and graphs will represent the practical application (CONFIRE Policy) methodology.

Table 4: Transport/treatment status of ECNS calls August 2026.

Item 8.

Incoming Calls to Emergency Communications Nurse (ECN) Nurse			% of Total Transfers
	Total ECNS Transfers	701	
	Calls Aborted, unable to complete assessment (Hangups, disconnects)	126	18%
	During assessment, nurse triaged call and returned to dispatch as an emergency	21	3%
	Total calls eligible for continuation of ECNS process	554	79%
Calls Returned for Emergency Transport			
	Nurse assessment completed and ECN recommended an emergency response	79	11%
	Number of returned calls for emergency resulting in actual transport	65	
	% of returned calls for emergency resulting in transport	82%	
	Total calls eligible for deferral/referral through ECNS	475	68%
Non-emergency with no Alternative Transport			
	Patient had no alternative means of transport (Transport Unit Sent)	356	51%
	Number of non-emergency ambulance responses that resulted in actual transport.	286	
	% of non-emergency ambulance responses that resulted in actual transport.	80%	
Total calls to reach ECN that resulted in an ambulance response		435	62%
	% of total calls to reach ECN that resulted in ambulance response	78.5%	
	Total ambulance responses that resulted in a transport	352	
	% of response with transport	81%	
	Number of callers who received ECN direction and did not transport by ambulance.	119	17%
	Number of calls where assessment was completed but ambulance was sent only because the patient had no other means of transportation.	356	51%
	Combined potential transport deferrals if additional transportation options were available	475	68%

Table 5: Recommended Point of Care Disposition for patients completing ECNS process for August 2026*.

Disposition of Care*		
Seek Emergency Care as Soon as Possible	295	53.2%
Seek Face to Face Care within 1-4 Hours	143	25.8%
Emergency Response	79	14.3%
Speak to Your Doctor/Health Care Professional to Review the Symptoms As Soon As Possible	5	0.9%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 12 Hours (same day)	19	3.4%
Self-Care	4	0.7%
Contact Poison Control or Local Pharmacist	2	0.4%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 1-3 Days	4	0.7%
Schedule a Routine Appointment with a Doctor/Health Care Professional	1	0.2%
Contact Community Crisis Line or Community Mental Health Team	2	0.4%
Total Calls Eligible for Deferral (total minus "Emergency Response")	475	

*This represents recommended care given by the ECN. The ECNS program does not have a mechanism to follow up on whether callers follow through with the recommendations. Also, the numbers in this table include callers calls that were returned to 911 as emergency and callers who were provided a recommendation that did not require ambulance transport, but August have received an ambulance transport due to lack of alternative transportation (see table 4 for detail)

Figure 1: Percentage of ECNS eligible Calls that are transferred to ECN and entered into Low Code system by date.

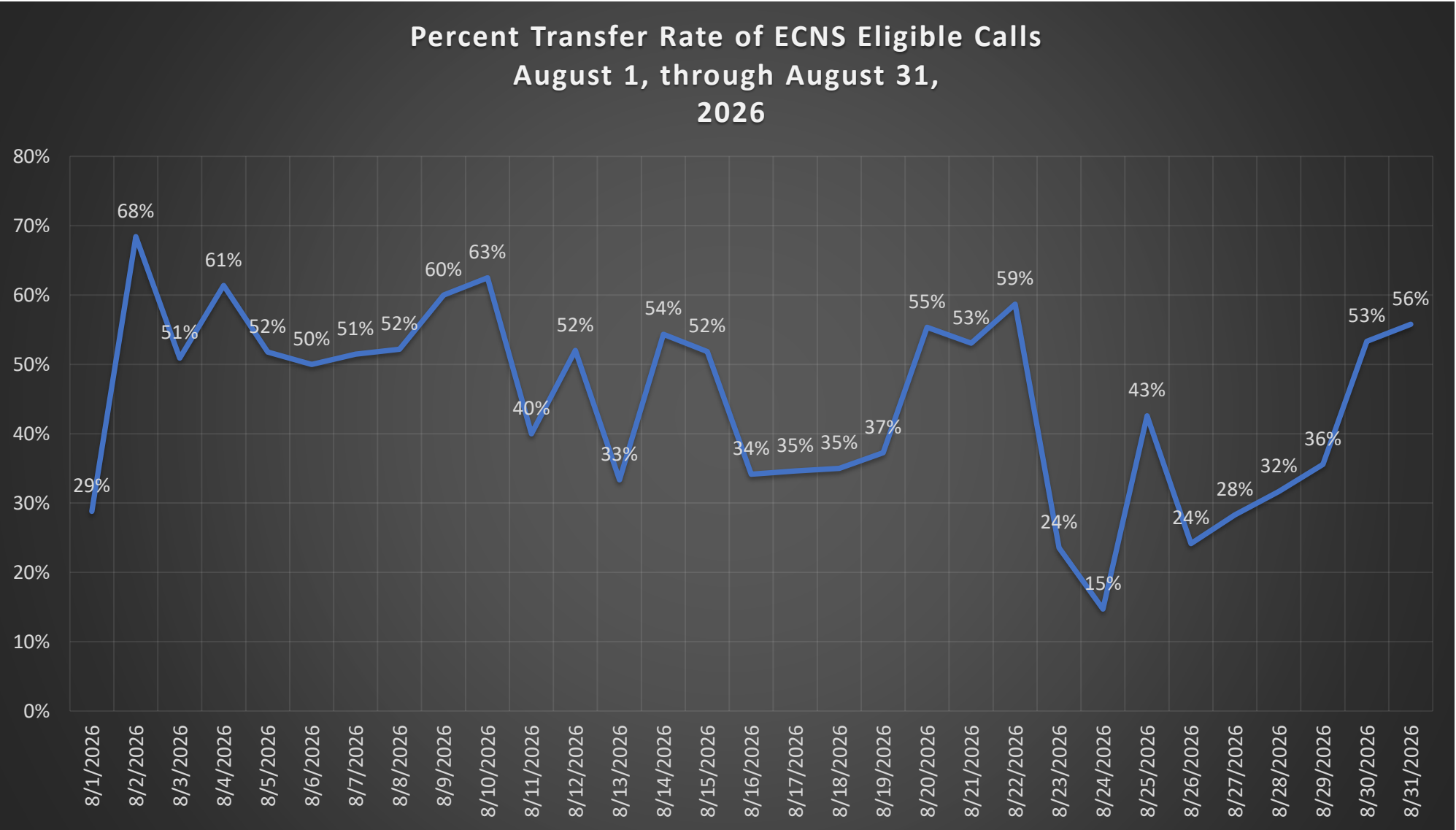


Figure 2: Total number of ECNS eligible calls and the number of them that were transferred to an ECN/entered into Low Code by date.

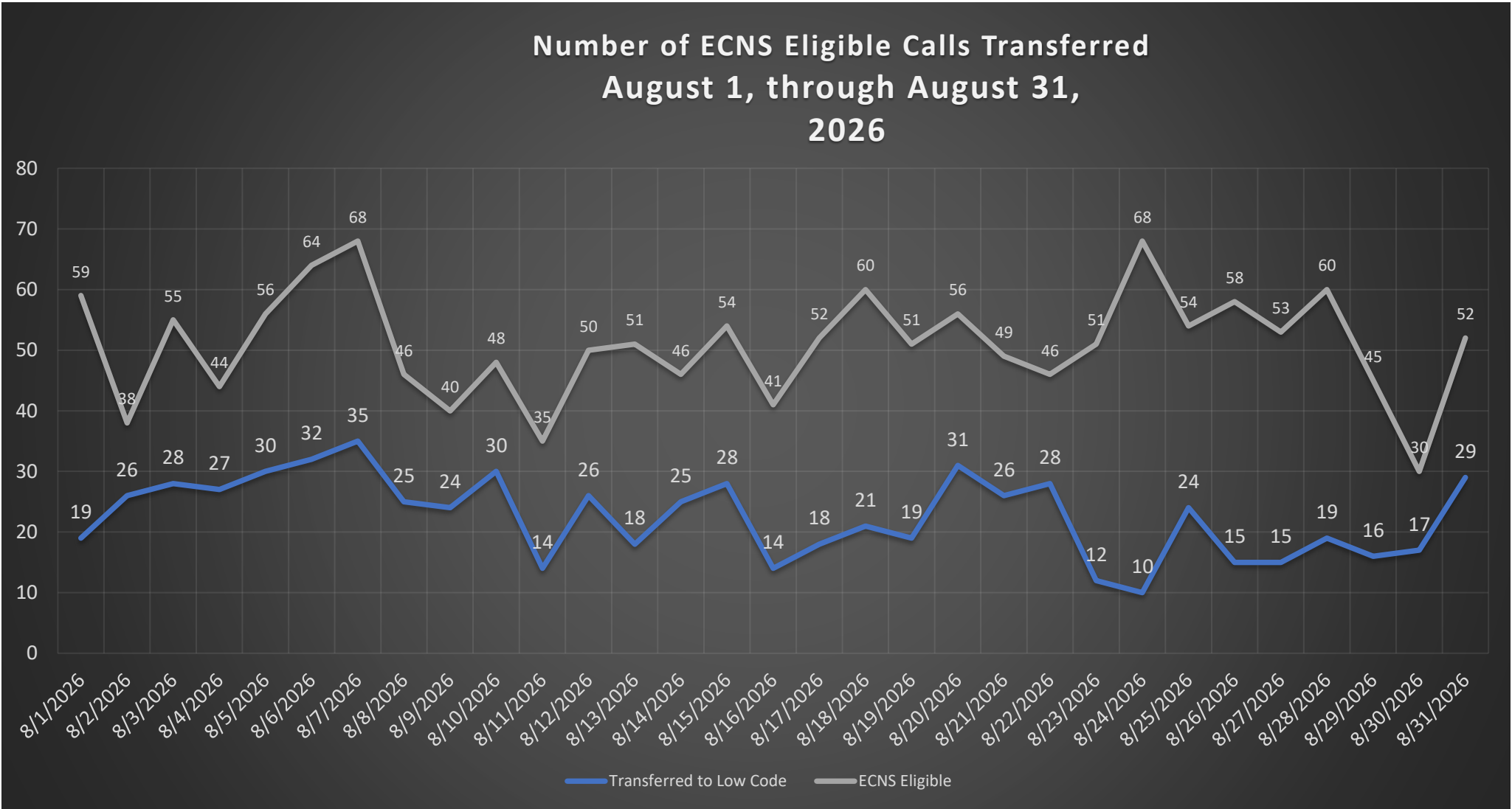


Figure 3: 12-month analysis of ECNS eligible calls and rates of transfer to ECN/Low Code system.

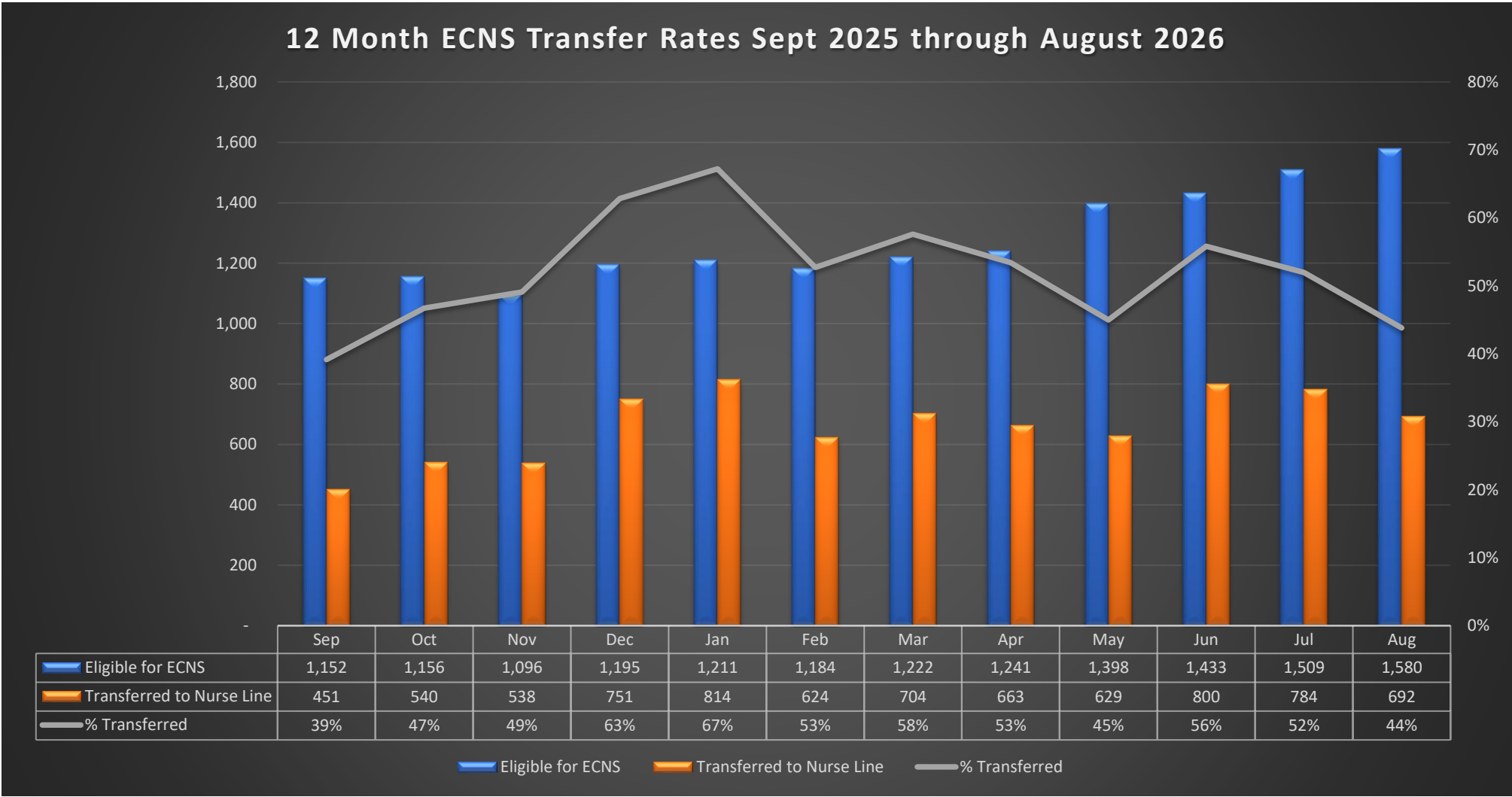
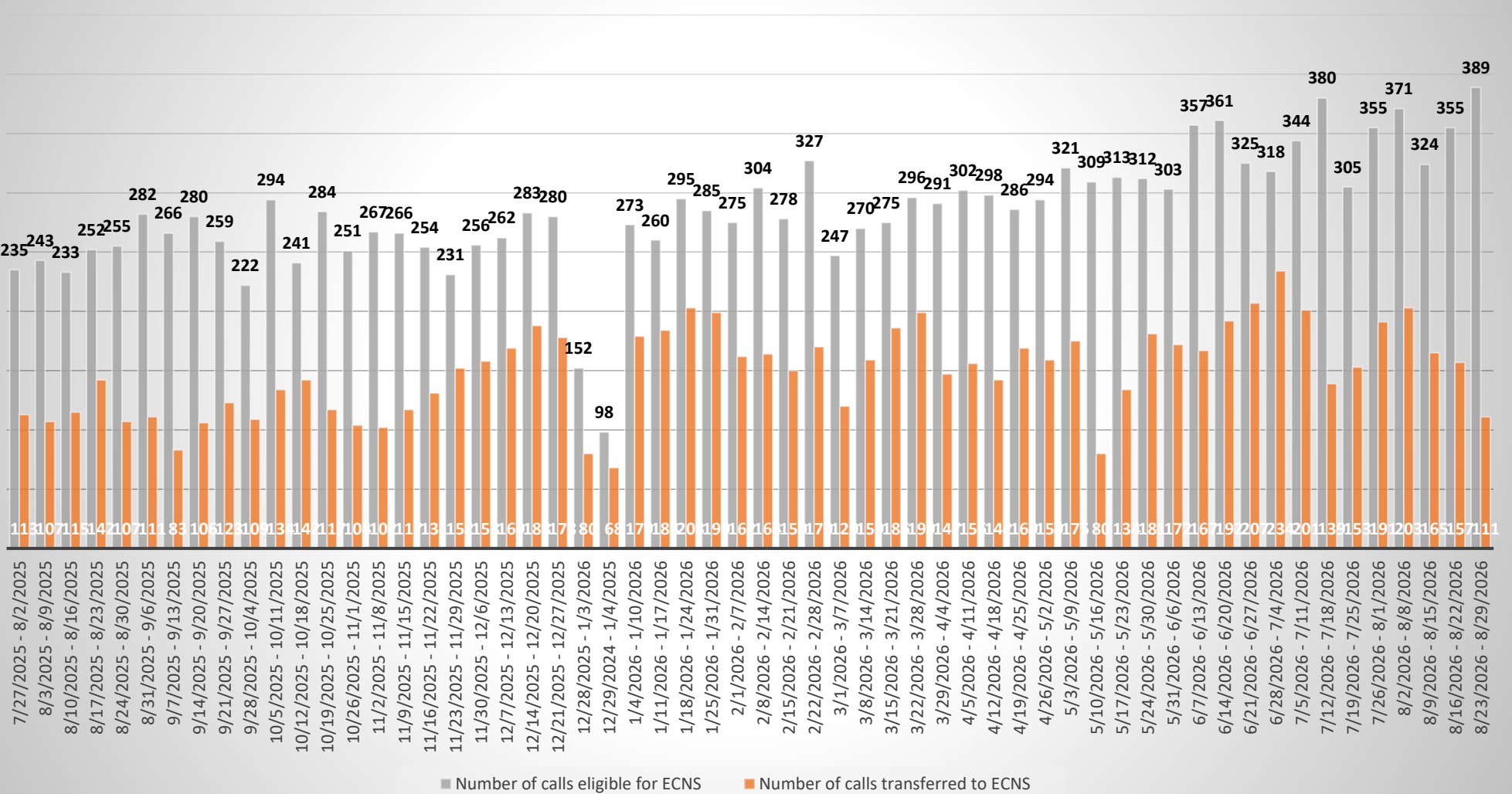


Figure 4: Number of eligible ECNS calls and rates of transfer from August 2025 through August 2026.

% of ECNS Eligible Calls in Low Code by Week





STAFF REPORT

DATE: September 22, 2026

FROM: Nathan Cooke
Executive Director

TO: Board of Directors

SUBJECT: APPROVAL OF REVISED EXEMPT COMPENSATION PLAN

Recommended Action

Approve the revised CONFIRE Exempt Compensation Plan.

Background Information

On May 26, 2026, the Board of Directors approved the initial version of the CONFIRE Exempt Compensation Plan (Plan). Since being approved, staff has reviewed and revised the Plan to improve clarity, add necessary provisions, update terminology and classifications, and correct other administrative items.

The September 2026 revision includes three compensation-related changes, several benefit updates, and administrative corrections. The significant changes are summarized below.

The first compensation change addresses our exempt employees who may be assigned to an approved shift-based schedule or temporarily provide shift coverage. The Plan uses 2,080 annual hours to calculate the hourly equivalent for a standard administrative schedule and 2,912 annual hours for an approved 56-hour average workweek or 112-hour biweekly shift schedule. An exempt employee regularly assigned to the shift schedule may receive authorized additional compensation at one and one-half times the shift-based hourly equivalent for hours actually worked beyond the approved schedule.

The second compensation change addresses temporary shift coverage by an exempt employee who normally works an administrative schedule. When authorized to provide temporary shift coverage, the employee will be compensated at one and one-half times the 56-hour top-step hourly rate for the classification, regardless of the employee's regular salary step. This provision addresses temporary coverage needs for classifications such as the Emergency Communications Center Chief, which remains Exempt Group C, salary range E61C, whether assigned to an administrative or approved shift-based schedule.

The third compensation change moves the existing automobile allowance from Exempt Group A to Exempt Group B. The allowance remains \$461.54 biweekly. An eligible Group B employee will receive

the allowance when the employee is in paid status, not assigned a CONFIRE vehicle, and use private vehicle for CONFIRE business.

The revised Plan also updates several employee benefits. Perfect Attendance eligibility is expanded from Exempt Groups C and D to all regular, full-time exempt employees. The disability provisions are revised to provide employer-paid short-term and long-term disability coverage through the County-administered programs, subject to the applicable plan documents and carrier requirements. The Universal Life contribution schedule is corrected to apply to Exempt Groups B, C, and D.

The remaining revisions update the Plan to reflect current classification titles, job codes, salary ranges, and benefit groups, including the Emergency Communications Center Chief as Group C, E61C. Other revisions remove outdated or duplicative language and correct definitions, numbering, capitalization, and internal references.

Approval of the revised Plan will provide Human Resources and payroll with a current document to administer exempt compensation and benefits.

Financial Impact

Costs associated with additional shift-based compensation will depend on the amount of coverage authorized by the Executive Director or designee.

The automobile allowance remains \$461.54 biweekly and will apply to eligible Group B employees.

Any additional costs associated with Perfect Attendance and disability benefit revisions will depend on employee eligibility and participation.

These revisions will be absorbed in the current year budget. No additional budget appropriation changes are requested with this action.

Attachments

1. CONFIRE Exempt Compensation Plan - September 2026 (Redline)
2. CONFIRE Exempt Compensation 2026 – 2028 Pay Scales

CONSOLIDATED FIRE AGENCIES JPA (CONFIRE)



EXEMPT
COMPENSATION PLAN
September 2026

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ARTICLE 1: INTRODUCTION

Consistent with applicable laws, the following sections represent the salary and benefit program established by the Board of Directors for Exempt employees included in the Consolidated Fire Agencies JPA (hereinafter referred to as CONFIRE). The Exempt Compensation Plan shall in no manner be interpreted as a guaranteed or implied contract between CONFIRE and any employee or group of employees. The *Personnel Rules for Board-Governed Special Districts/Fire Districts* also apply to CONFIRE Exempt employees unless specifically excluded within rule provisions. For the benefits administered by San Bernardino County (County), the County's plan documents shall govern those benefits and be referenced hereafter as a County plan or benefit.

ARTICLE 2: BENEFITS

Section 1: Section 125 Premium Conversion Plan

- A. Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for medical insurance, dental insurance, vision insurance, voluntary life (to the IRS-specified limit), and accidental death and dismemberment insurance premiums currently maintained for Exempt employees. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.
- B. To be eligible for the Section 125 Premium Conversion Plan, an employee must be eligible to participate in medical, dental, vision, AD&D, and/or life insurance and have a premium deduction for these benefit plans.
- C. Election of pre-tax salary reductions and after-tax payroll deductions shall be made within sixty (60) days of the initial eligibility period in a manner and on such forms designated by the Employee Benefits and Services Division. Failure to timely submit appropriate paperwork will result in after-tax deductions for all eligible premiums for the remainder of the Plan Year.
- D. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and consistent with the County's Section 125 Plan Document. The employee must submit a request for a change due to a mid-year qualifying event within sixty (60) days of the qualifying event.

Section 2: Medical and Dental Coverage

- A. All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in a medical and dental plan offered by CONFIRE. Employees who fail to elect medical and dental plan coverage will be automatically enrolled in the medical and dental plan with the lowest biweekly premium rates available in the geographical location of the employee's primary residence. Medical and dental plan coverage will become effective on the first day of the pay period following the first pay period in which the employee is scheduled to work for forty (40) hours or more and is in paid status.
- B. To continue enrollment in CONFIRE medical and dental plan coverage, an employee must be in a regular position scheduled to work a minimum of 40 hours per pay period and in paid status or be on an approved leave for which continuation of medical and dental coverage is expressly provided under Section 2 of this Article, or be eligible for and have timely paid the premium for COBRA continuation coverage.
- C. Eligible employees may elect to enroll their dependents upon initial eligibility for medical and dental insurance. Thereafter, newly eligible dependents may be enrolled within sixty (60) days of obtaining eligibility status, such

as birth, adoption, marriage, or registration of domestic partnership.

- D. Notification of a mid-year qualifying event must be submitted to the Employee Benefits and Services Division in accordance with procedures adopted by the Employee Benefits and Services Division. Employees are responsible for notifying the Employee Benefits and Services Division within sixty (60) days of dependent's change in eligibility for the CONFIRE-sponsored plans.
- E. Dependent(s) must be removed mid-plan year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules, for example, divorce, overage dependent, or termination of domestic partnership.
- F. Enrollment elections must remain in effect for the remainder of the Plan Year unless an employee experiences an IRS qualifying event.
- G. Premiums for coverage will be automatically deducted from the employee's pay warrant. Failure to pay premiums will result in loss of coverage for the employee and/or their dependents. If the employee does not have sufficient earnings to cover the deduction, the employee must make alternative payment arrangements that are acceptable to the Employee Benefits and Services Division.
- H. Employees eligible for medical plan coverage who are also enrolled in a comparable group medical plan sponsored by another employer or are covered by a spouse, domestic partner, or parent who is also employed with CONFIRE may elect to discontinue enrollment in the CONFIRE-sponsored medical plan (opt-out or waive).

Employees who elect to opt-out or waive CONFIRE-sponsored medical plan coverage and are scheduled for 61 to 80 hours per pay period will receive forty dollars (\$40.00) per pay period; opt-outs or waivers scheduled for 40 to 60 hours shall receive twenty dollars (\$20.00) per pay period.
- I. Employees eligible for dental plan coverage who are also enrolled in a comparable group dental plan sponsored by another employer or are covered by a spouse, domestic partner, or parent who is also employed with CONFIRE may elect to discontinue enrollment in the CONFIRE-sponsored dental plan.
- J. The rules and procedures for electing to opt-out or waive CONFIRE-sponsored health and dental plan coverage are established and administered by the Employee Benefits and Services Division.
 - 1. Employees may elect to opt-out of or waive CONFIRE medical and/or dental plan(s) within sixty (60) calendar days of the effective date of gaining other employer group coverage. Proof of initial gain of other employer group coverage is required at the time that opt-out or waive is elected.
 - 2. Employees may also elect to opt-out or waive the CONFIRE medical and/or dental plan coverage during an annual open enrollment period. All employees who newly elect to opt-out or waive during open enrollment must provide verification of other employer group plan coverage.
 - 3. Employees who voluntarily or involuntarily lose their other employer group medical and/or dental plan coverage must enroll in a CONFIRE-sponsored medical and/or dental plan within sixty (60) calendar days. Enrollment in the CONFIRE-sponsored plan will be provided in accordance with the requirements of the applicable plan.
 - 4. Except as required at the initial opt-out/waive election, employees are not required to provide verification of continued coverage unless requested by the plan administrator.
 - 5. There must be no break in the employee's medical and dental plan coverage between the termination date of the other employer group coverage and enrollment in a CONFIRE medical and dental plan. The terms and conditions of the applicable plan will determine the required retroactive enrollment period and premiums required to implement coverage. Failure to notify CONFIRE of loss of group coverage within sixty (60) calendar days will require the employee to pay insurance premiums retroactively on an after-tax basis.

Section 3: Medical and Dental Subsidies

- A. CONFIRE has established a Medical Premium Subsidy (MPS) to offset the cost of medical plan premiums charged to eligible employees. The applicable MPS amount shall be paid directly to the providers of the CONFIRE-sponsored medical plan in which the eligible employee has enrolled.

In no case shall the MPS exceed the total cost of the medical and dental insurance premium for the coverage selected.

- B. The following are the MPS amounts:

Effective February July 12, 2025, all employees shall receive a Medical Premium Subsidy (MPS) in the following amounts per pay period:

COVERAGE	SCHEDULED FOR 40 TO 60 HOURS	SCHEDULED FOR 61 TO 80 HOURS
Employee Only	\$180.10	\$360.19
Employee + 1	\$299.39	\$598.77
Employee + 2	\$420.98	\$841.96

Effective July 11, 2026, the MPS amounts for employees scheduled for 61 to 80 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by 100% of the benefit plan year premium increase of the County's Blue Shield Signature HMO. This new MPS amount shall be the new basis for subsequent years. For example, if the 2025/2026 Benefit Plan Year premium for the Employee-Only tier increases by \$20 per pay period, the MPS amount will increase by \$20 per pay period (i.e., 100% of \$20) and the total MPS for the Employee-Only tier will be \$380.19. 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.

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.

- C. CONFIRE has established a Dental Premium Subsidy (DPS) to offset the cost of dental plan premiums charged to eligible employees. The applicable DPS amount shall be paid directly to the provider of the CONFIRE-sponsored dental plan in which the eligible employee has enrolled.

Those who are enrolled in both CONFIRE-sponsored medical and dental coverage whose premium costs for medical and dental exceeds the MPS will be eligible to receive the DPS.

The following are the DPS amounts:

Coverage	Scheduled for 40 to 60 hours	Scheduled for 61 to 80 hours
Employee Only		
Employee + 1	\$4.73	Up to \$9.46
Employee + 2		

The amount of the DPS shall not exceed the combined total of the employee's out-of-pocket premium expenses. For example, an employee who selects "employee only" coverage for medical and dental with a combined per pay period premium cost of \$250.79 and receives a per pay period MPS of \$243.33 will receive a DPS in the amount of \$7.46 per pay period.

- D. Eligibility for MPS and DPS

Employees in a regular position scheduled for a minimum of forty (40) hours per pay period who are enrolled in a CONFIRE-sponsored medical plan are eligible to receive the MPS toward the cost of medical coverage.

E. Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a CONFIRE-sponsored medical and dental plan, are eligible to receive the DPS towards the cost of dental coverage. However, employees must be in paid status to actually receive the benefits of this Section.

F. Eligibility for MPS and DPS While on Leave

1. FMLA/CFRA. Employees who are on approved leave, pursuant to FMLA/CFRA law and whose paid hours in a pay period are less than the required number of hours designated in Section 3, as applicable, will continue to be enrolled in a CONFIRE-sponsored medical plan and to receive MPS and DPS in accordance with applicable law.

An employee who does not otherwise meet the requirements for FMLA and/or CFRA (e.g., an employee who has not actually worked 1,250 hours during the applicable twelve (12) month rolling period) after the employee has received the MPS and DPS as provided by law, shall not be eligible for continuation of the MPS and DPS in the subsequent year. For example, an employee who is off work continuously for two years and has received the MPS and DPS as provided by law shall not be eligible for the continuation of the MPS and DPS in the next rolling year.

2. Pregnancy Disability Leave (PDL). An employee on an approved Pregnancy Disability Leave is eligible for continuation of MPS and DPS in accordance with PDL, Government Code section 12945.
3. Workers' Compensation. Except for employees covered under Labor Code 4850, employees who are on an approved leave based on an approved workers' compensation claim shall continue to receive the MPS and DPS for up to a total of twenty (20) pay periods while off work due to that work injury, as long as the employee pays his/her portion of the premiums on time. Should any subsequent workers' compensation claims occur during the initial twenty (20) pay periods, the remaining MPS eligibility from the original claim shall run concurrently with any additional approved workers' compensation claims that occur during the initial claim. For example, if the employee is receiving the MPS and DPS for twenty (20) pay periods for an injury and after ten (10) pay periods another workers' compensation claim is approved and the employee is eligible to receive the MPS and DPS for an additional twenty (20) pay periods, ten (10) pay periods will run concurrent with the initial claim, for a total of 30 pay periods. Employees who are still on workers' compensation after the expiration of the initial twenty (20) pay periods shall continue to receive MPS and DPS, provided the employee is in paid status.
4. Short-Term Disability. Employees in paid status shall continue to receive the MPS and DPS.
5. Per Episode of Illness or Injury. Employees who are on an approved Medical Leave of Absence and whose paid hours in a pay period are less than the required number of hours will continue to receive the benefits of Section 2 for up to six pay periods per episode of illness or injury.

Section 4: Contributions to Salary Savings Plan

- A. Biweekly contributions of Exempt employees in Group D to the County's 401(k) Defined Contribution Plan up to three percent (3%) of an employee's biweekly base salary will be matched by a CONFIRE contribution on the basis of two (2) times the employee's contribution. The CONFIRE contribution shall not exceed six percent (6%) of an employee's biweekly base salary. Biweekly contributions of Exempt employees in Groups B and C to the County's 401(k) Defined Contribution Plan, up to four percent (4%) of an employee's biweekly base salary, will be matched by a CONFIRE contribution on the basis of two (2) times the employee's contribution. The CONFIRE contribution shall not exceed eight percent (8%) of an employee's biweekly base salary.
- B. Biweekly contributions of Exempt Group B employees to the County's 457(b) Deferred Compensation Plan up to one percent (1%) of an employee's biweekly base salary will be matched by a CONFIRE contribution on the

basis of one (1) time the employee's contribution. The CONFIRE contribution shall not exceed one percent (1%) of the employee's biweekly base salary. Biweekly contributions of Exempt Group C and D employees to the County's 457(b) Deferred Compensation Plan up to one percent (1%) of an employee's biweekly base salary will be matched by a CONFIRE contribution on the basis of one-half (1/2) times the employee's contribution. The CONFIRE contribution shall not exceed one-half percent (½%) of the employee's biweekly base salary.

Section 5: Dependent Care Assistance Plan (DCAP)

The purpose of this Section 125 Dependent Care Assistance Plan (DCAP) is to permit eligible employees to make an election to pay for qualifying dependent care expenses with salary reduction from compensation contributed to the Plan before federal income or social security taxes are paid to the Internal Revenue Service ("Salary Reduction") in accordance with Sections 125 and 129 of the Internal Revenue Code of 1986 (IRC) and regulations issued pursuant thereto. DCAP shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law.

The DCAP will be administered by the Employee Benefits & Services Division consistent with said IRC Section and consistent with San Bernardino County's Dependent Care Assistance Plan Document.

- A. To be eligible to enroll for this benefit, an employee must be in a regular position.
- B. Enrollment is required every year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status Event. Failure to submit a participation agreement within the time frame shall result in an election to not participate in the Plan.
- C. An employee must elect to contribute to DCAP through salary reduction on forms approved by the Employee Benefits & Services Division. An employee's election to participate shall be irrevocable for the remainder of the Plan year, except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Dependent Care Assistance Plan Document.
- D. Pursuant to IRC Section 125, any amounts remaining in the employee's account at the end of the Plan Year must be forfeited except as permitted by the IRC and the County's Dependent Care Assistance Plan Document. Any forfeited amounts shall be used to help defray the Plan's administrative expenses.

Section 6: Flexible Spending Account (FSA)

- A. The CONFIRE has established a Medical Expense Reimbursement Flexible Spending Account (FSA) Plan for Exempt Group employees in regular positions. The FSA is established in accordance with the provisions of Section 213 of the Internal Revenue Code (IRC). The Employee Benefits and Services Division will serve as the Plan's Administrator.
- B. Eligible employees who choose to participate in the FSA must complete and submit enrollment forms in accordance with procedures developed by the Plan's Administrator.
- C. Enrollment is required every year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status Event. Failure to submit a participation agreement within the time frame shall result in an election to not participate in the Plan.
- D. Eligible employees may contribute, on a pre-tax basis, each biweekly pay period up to the established amount pursuant to the IRC annual maximum. CONFIRE will contribute up to forty dollars (\$40.00) per biweekly pay period, matching employee contributions dollar for dollar. CONFIRE will contribute up to an additional \$10 per biweekly pay period, matching the Exempt employee contribution dollar-for-dollar, for employees who select the CONFIRE-sponsored Blue Shield Access + HMO Plan or the Kaiser Choice HMO Plan and elect to enroll

in the FSA.

- E. Upon enrolling in the Plan, employees may not change their designated biweekly contribution amount or discontinue making contributions for the remainder of the Plan Year except as permitted by the IRC. Any amounts remaining in an employee's account at the end of the Plan Year must be forfeited except as permitted by the IRC and the County's Medical Expense Reimbursement Plan Document. Any forfeited amounts shall be used to help defray the Plan's administrative expenses.

Section 7: Perfect Attendance

Employees in regular, full-time positions who do not utilize any sick leave or Paid Time Off (PTO) for Sick Leave Purposes, any leave (e.g., vacation) in lieu of sick leave, or benefits in lieu of sick leave (e.g., workers' compensation, Short-Term Disability partial/full integration, etc.), in a calendar year (i.e., pay period 1 through pay period 26 or 27, when applicable, of the same year), and who do not record any sick leave without pay, absent without pay, Medical Emergency Leave, or military leave as provided by law, during that year, shall accrue sixteen (16) hours of perfect attendance leave for use in the next calendar year. Failure to utilize the perfect attendance leave within the calendar year shall result in forfeiture of the same. Perfect attendance leave may not be cashed out.

Section 8: Healthy Lifestyles Program

The Healthy Lifestyles program is available to Exempt Group employees. Under this program, Exempt Group employees are eligible for reimbursement for a Health Club or Fitness membership up to \$324.00 on an annual basis.

Section 9: Insurance Programs

- A. Term Life Insurance. Subject to carrier requirements as specified in the Certificate of Insurance, CONFIRE will pay the premium for a term life insurance policy, the amount of which is based on the eligible employee's scheduled hours. An employee scheduled from 40 to 60 hours per pay period shall receive \$25,000 in coverage. An employee scheduled from 61 to 80 hours shall receive \$50,000 in coverage. Life Insurance will become effective on the first day of the pay period following the first pay period in which the employee is in paid status. For pay periods in which the employee is not in paid status, the employee shall have the option of continuing life insurance coverage at the employee's expense.
- B. Voluntary Life Insurance. In accordance with procedures established by the Employee Benefits and Services Division, eligible employees may purchase, through payroll deductions, term life insurance subject to carrier requirements and in the amounts specified in the Certificate of Insurance.

An employee shall become initially eligible to participate in this program on the first day of the pay period following the pay period in which the employee is in paid status. Participation will continue as long as premiums are paid timely. If the employee does not have sufficient earnings to cover the deduction for premiums, the employee must make alternative payment arrangements that are acceptable to the Employee Benefits and Services Division.

- C. Universal Life Insurance.

1. Group Universal Life. Eligible employees may purchase, through payroll deductions, group universal life insurance subject to carrier requirements and approval. The benefit levels for such insurance shall be equivalent to no more than three times the employee's annual base earnings. Employees who purchase group universal life insurance shall be provided with a CONFIRE contribution towards the biweekly premium based on the following schedule:

Benefit Group	CONFIRE Contribution
Benefit Group B	100 percent of the premium for benefit level equal to the annual base salary
Benefit Group C	50 percent of the premium for a benefit level equal to the annual base salary or 100 percent of the premium for a benefit level equal to one-half of the annual base salary
Benefit Group D	25 percent of the premium for benefit level equal to the annual base salary

If the employee does not have sufficient earnings to cover the deduction for premiums, the employee must make alternative payment arrangements that are acceptable to Human Resources.

- D. Accidental Death and Dismemberment Insurance. Exempt Group employees may purchase amounts of Accidental Death and Dismemberment Insurance coverage for themselves and dependents through payroll deduction. An employee shall become initially eligible to participate in this program on the first day of the pay period following the first pay period in which the employee works and is in paid status. Participation will continue as long as premiums are paid on time. In the absence of sufficient earnings to cover the deduction for premiums, the employee must make alternative payment arrangements that are acceptable to the Employee Benefits and Services Division. The benefit will be provided subject to carrier requirements and will be administered by the Employee Benefits and Services Division.
- E. Long-Term Disability Insurance. CONFIRE will provide Exempt Group employees with long-term disability insurance through the insurance program provided by the County for exempt employees, subject to carrier requirements and approval. The benefit levels for such insurance shall be those approved by the County and are subject to carrier requirements.
- F. Short-Term Disability Insurance. CONFIRE will provide an employer-paid Short-Term Disability Insurance Plan for Exempt Group employees through the insurance program provided by the County for exempt employees. This benefit shall apply to Exempt Group employees in regular positions who are regularly scheduled to work forty (40) or more hours per pay period. The Short-Term Disability Insurance Plan benefit coverage shall be governed by the Plan Document that has been approved and adopted by the County for its Exempt Group employees and is subject to carrier requirements and approval. The short-term disability insurance plan benefit coverage shall include a provision for a seven consecutive calendar day waiting period from the first day of disability before benefits begin. Benefits shall be 55 percent of base salary up to a weekly maximum established by a formula that incorporates the State of California for the State Disability Insurance fund maximum. Benefit payments terminate when the employee is no longer disabled, or after receiving one hundred and eighty (180) days of benefits, at which time the employee would be eligible for long-term disability benefits if still medically disabled.
- G. Vision Care Insurance. Subject to carrier requirements, CONFIRE will pay the premiums for vision care insurance for employees who are in a paid status and their eligible dependents.

Section 10: Retirement Medical Trust Fund

A Retirement Medical Trust Fund has been established. The RMT is a Voluntary Employees Benefit Association (VEBA) and will comply with all of the provisions of IRC section 501(c)(9).

The RMT Fund will be administered by the Employee Benefits and Services Division as the plan administrator in accordance with the plan document and applicable law.

- A. Eligibility. Exempt Group employees with five or more years of participation in SBCERA are eligible to participate in the RMT.

The purchase of additional retirement credit or other retirement service credit and/or participation in other public

sector retirement systems may also be counted towards the participation requirement, provided that the employee has not withdrawn their contributions from the system(s) and the employee is also a participant in SBCERA.

Employees who wish to receive credit for participation in other public retirement systems must provide the Plan Administrator with written evidence of participation and that contributions made to the system(s) have not been withdrawn. Requests for prior service credit should be made at the time of hire or as soon as possible thereafter, but in no event later than one year from the employee's hire date.

- B. Sick Leave Conversion Formula. At separation from service for reasons other than death, all eligible employees will be required to contribute the cash value of their unused sick leave balances to the RMT in accordance with the conversion formula below:

Amount of Remaining Sick Leave Hours	Cash Value Formula
0 to 1,500 hours	80%

- C. CONFIRE Contribution - CONFIRE will contribute to the RMT as follows:

Years of Participation in SBCERA or Other Retirement System	Percentage of Base Salary*
5-9 years	2.00%
10-15 years	2.75%
16 or more years	3.75%

*For purposes of the RMT contribution, base salary is as defined in the RMT plan document.

- D. Death. Upon the death of an active employee with five (5) or more years of continuous service from the most recent date of hire in a regular position, the estate of the deceased employee will be paid the cash value for the unused sick leave balances according to the sick leave conversion formula below, and will not go into the Trust.

Sick Leave Balance as of Date of Separation for death	Cash Payment Percent of Hours of Sick Leave Balance
480 hours or less	30 percent
481 to 600 hours	35 percent
601 to 720 hours	40 percent
721 to 840 hours	45 percent
841 to 1000 hours	50 percent

Section 11: Retirement System Contributions

- A. Employee Contributions.

All employee retirement system contribution obligations shall be "picked up" for tax purposes only pursuant to this Section. The Auditor- Controller/Treasurer/Tax Collector shall implement the pickup of such retirement system contributions under Internal Revenue Code Section 414(h)(2).

The CONFIRE shall make member contributions under this Subdivision on behalf of the employee, which shall be in lieu of the employee's contributions, and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this Subdivision shall be recouped through offsets against the salary of

each employee for whom CONFIRE picks up member contributions. These offsets are akin to a reduction in salary and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by CONFIRE under this Subdivision shall be treated as compensation paid to CONFIRE employees for all other purposes. CONFIRE-paid employer contributions to SBCERA under this Subdivision shall be paid from the same source of funds used in paying the salaries of the affected employees. No employee shall have the option to receive the retirement system contribution amounts directly instead of having them paid to SBCERA.

Until retirement or separation, all contributions picked up under this Subdivision will be considered for tax purposes as employer-paid contributions.

B. Special Provisions.

1. Employees with at least twenty-five (25) years of service as set forth in Government Code section 31625.3 as of June 18, 2011, and who either already have or thereafter attain thirty (30) years of service credit as set forth in Government Code section 31625.3 shall have one (1) opportunity during the employee's employment to receive cash payments of seven percent (7%) of earnable compensation for up to twenty-six (26) consecutive pay periods.
2. Employees who are over age sixty (60) at the time of hire, and who are in a regular position, and who choose not to be a member of SBCERA, shall be enrolled in the County's 401(k) Defined Contribution Plan. CONFIRE shall contribute the applicable percentage of the employee's base salary as provided in Section 4 Contributions to Salary Savings Plan of this Article, not to exceed the annual limits of the Plan as defined in the Internal Revenue Code. Eligible employees who waive participation in the County's Retirement System shall be eligible to receive the biweekly amounts applied under section (A) above for their group of employees.

- C. Survivor Benefits. Survivor Benefits are payable to employed general retirement members with at least eighteen (18) months of continuous retirement membership pursuant to Government Code section 31855.12. An equal, non-refundable employer and employee biweekly contribution will be paid to SBCERA as provided in the annual actuarial study.

ARTICLE 3: COMPENSATION

Section 1: Assignment to Vacant Higher Position

Employees directed to continuously perform duties in a vacant higher-level regular position, for which funds have been appropriated, shall be entitled to a salary rate increase to the higher level for the time actually worked in excess of eighty (80) hours, unless specifically waived by the employee; provided, however:

- A. CONFIRE's Director of Human Resources, or designee certifies to the Appointing Authority in writing at the time of appointment that the employee meets minimum qualifications and is assigned and held responsible to fully perform all of the duties normally associated with the higher level position without limitation as to difficulty or complexity of assignments or consequence of action and that the employee shall be required to meet standards for satisfactory performance normally required at the higher level position; and
- B. A written request for a salary rate increase to the higher level is directed to the Appointing Authority for CONFIRE or designee for approval; such increase to the higher level shall be determined as if the assignment had been a promotion.

It shall be the responsibility of a CONFIRE supervisor/manager to initiate such requests and to provide a copy of such requests to the employee. Written requests may also be made by the employee through a CONFIRE

supervisor/manager in the same manner. Requests for a salary rate increase should be initiated during the first thirty (30) calendar days of such assignment. Requests for retroactive payment of a salary rate increase must be filed as soon as possible, but not later than one (1) calendar year after assignment of the higher-level duties and must be approved by CONFIRE's Director of Human Resources. Failure to meet this time limitation shall waive any and all rights to retroactive pay.

The duration of such assignments to vacant higher positions shall not usually exceed one (1) calendar year. Appointments to regular positions of trainees or underfills are exempt from the provisions of this section. Further, this section does not apply to a situation in which no vacant higher-level position exists for which funds have been appropriated. Addition of duties of a higher-level classification to any employee's regular position shall be governed by the section on Special Assignment Compensation, or the Personnel Rule on Classification, as appropriate. For purposes of this section, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be: (a) An unoccupied position due to attrition and for which the appointment process has been initiated; (b) a position from which the incumbent is on extended leave of absence; or (c) a new position authorized by the Board of Directors for which the appointment process has been initiated.

Section 2: Bilingual Compensation

Upon approval of CONFIRE's Director of Human Resources, employees in the category of the Exempt Group required by the Appointing Authority or designee to perform bilingual translation involving the use of English and a second language (including American Sign Language) as a condition of employment shall be eligible for bilingual compensation in the amount of forty-five dollars (\$45) per pay period. Such compensation shall apply regardless of the total time required per day for such translation. Such employees must be certified as competent in translation skills by Human Resources to be eligible for compensation.

Section 3: Management Incentive Pay – Non-Safety Transition

A. Employees who are appointed to executive or management positions within Exempt Group B and C and meet the eligibility criteria set forth in this section shall receive Management Incentive Pay as provided in this section.

Management Incentive Pay shall be established at a rate of fifteen percent (15%) of the employee's base salary and shall be paid as part of the employee's regular compensation.

Management Incentive Pay applies to employees who, at the time of appointment to the designated classification or assignment, are transitioning from a California public safety retirement classification, have a minimum of ten (10) years of continuous service under a safety retirement formula, and are not receiving a service retirement benefit from a public safety retirement system.

Management Incentive Pay shall commence upon appointment to the designated classification or assignment and shall continue for the duration of the employee's assignment in that classification or assignment.

Such compensation shall be reported in accordance with applicable laws and regulations governing retirement reporting.

Section 4: Major Fire and Disaster Response

For major fire and disaster response, CONFIRE employees assigned to major fire or disaster incidents, which exceed twelve (12) hours in duration, shall be eligible for additional compensation upon the approval of the Executive Director or designee. For approval of Major Fire and Disaster Response Compensation for the Executive Director, the request must be approved by the CONFIRE Board Chair or designee. If approved, such compensation for Exempt Group B shall be paid at the employee's base rate of pay. Exempt Groups C and D shall be paid at one

and one-half times the employee's base rate of pay.

Section 5: Shift-Based Exempt Assignment and Shift Coverage Compensation

- A. Certain exempt classifications may be assigned by the Executive Director or designee to either a standard administrative schedule or an approved shift-based schedule based on operational need. The salary range, benefit group, and exempt classification status shall remain the same regardless of assignment.
- B. Except as provided in subsection D, the hourly equivalent for an exempt employee may be calculated using the employee's regular annual salary and assigned schedule for payroll, leave accounting, additional compensation, and other administrative purposes. Employees assigned to a standard administrative schedule shall have an hourly equivalent based on two thousand eighty (2,080) hours annually. Employees assigned to an approved fifty-six (56) hour average workweek or one hundred twelve (112) hour biweekly shift-based schedule shall have an hourly equivalent based on two thousand nine hundred twelve (2,912) hours annually.
- C. An exempt employee assigned to an approved shift-based schedule may receive additional compensation at one and one-half times the shift-based hourly equivalent for hours actually worked in excess of the approved shift-based schedule, when authorized by the Executive Director or designee.
- D. An exempt employee assigned to a standard administrative schedule who is authorized by the Executive Director or designee to provide temporary shift-based coverage, including vacation relief, vacancy coverage, emergency coverage, continuity coverage, or other approved operational coverage, may receive additional compensation for hours actually worked in the approved shift-based coverage assignment. Such compensation shall be paid at one and one-half times the fifty-six (56) hour top-step hourly rate for the employee's classification, regardless of the employee's regular salary step. For this purpose, the top-step hourly rate shall be calculated by dividing the annual salary at the highest step of the approved salary range for the employee's classification by two thousand nine hundred twelve (2,912) hours.
- E. Compensation under this section is provided as an agency-authorized compensation benefit for exempt employees and shall not alter the employee's exempt status, salary range, benefit group, classification, or regular assigned schedule unless a formal reassignment is approved.
- F. Compensation under this section shall not be duplicated with compensation provided under Article 3, Section 4, Major Fire and Disaster Response, for the same hours worked unless expressly authorized by the Executive Director or designee.

Section 6: Administrative Duty Compensation

Administrative duty compensation of \$400.00 per month will be provided to Exempt Group B classifications. This compensation is provided to compensate the classifications listed above for after-hours work that does not involve returning to the worksite, unless otherwise provided for in this Article. No holiday time may be banked for being "on call" unless the employee actually returns to work for a verifiable emergency, activation, or other incident as determined by CONFIRE's Appointing Authority or designee. Should an employee be required to return to work on a holiday, holiday time may only be banked for those hours the employees actually were required to work.

Section 7: Direct Deposit (Electronic Fund Transfer)

All employees must make and maintain arrangements for the direct deposit of paychecks and reimbursements into the financial institution of their choice via electronic fund transfer. Employees who fail to make arrangements for direct deposit shall receive paychecks and/or expense reimbursements via pay card.

Section 8: Salary Adjustments

A. Across-the-Board Wage Increase

- 3.00% - Effective February 20, 2027, CONFIRE shall provide all classifications with a three percent (3.00%) across-the-board salary increase,

- 3.00% - Effective February 19, 2028, CONFIRE shall provide all classifications with a three percent (3.00%) across-the-board salary increase.

For the purposes of this CONFIRE Exempt Compensation Plan, base salary rate shall mean the salary range assigned to a specific classification as provided in Appendix A.

Section 9: Automobile Allowance

All CONFIRE employees in a paid status in Exempt Group B shall receive a bi-weekly automobile allowance in the amount of \$461.54 with no mileage reimbursement, provided they are not assigned a CONFIRE vehicle and they provide a private vehicle for their own use on CONFIRE business. Employees in Exempt Group B may elect to be assigned a CONFIRE vehicle, subject to availability and approval of the Appointing Authority or designee.

Employees in Exempt Group B who become eligible or ineligible in the middle of a pay period (i.e., not at the beginning of a pay period) will receive a prorated sum of automobile allowance. Employees selecting this allowance shall be required to have a vehicle available at all times for use on CONFIRE business. This allowance shall be considered complete reimbursement for the acquisition, insurance, maintenance, repair, upkeep, fuel, and all other costs for the required vehicle.

Section 10: Portable Communication Device Allowance

All CONFIRE employees in a paid status in Exempt Group B shall be eligible to receive a biweekly portable communication device allowance in the amount of ninety-two dollars and thirty-one cents (\$92.31), provided they are not assigned a CONFIRE-issued portable communication device.

An employee who becomes eligible or ineligible for this benefit in the middle of the pay period will receive a prorated amount.

The employee shall purchase a portable communication device capable of sending and receiving cellular telephone calls and capable of sending and receiving e-mails to and from CONFIRE's e-mail systems.

CONFIRE shall pay for any license and set-up expenses for the device, if any, and the employee shall pay for the equipment and monthly voice mail and data plans.

An employee may elect to be assigned a CONFIRE-issued portable communication device, subject to availability and approval of the Appointing Authority or designee, in lieu of receiving a portable communication allowance.

Section 11: Salary Rates and Step Advancements

- A. Eligibility for Step Advancement. Employees shall be hired at step 1 of the established base salary range, except as otherwise provided in this provision. Variable entrance steps may be established if justified by recruitment needs and the qualifications of the new employee, to the extent they exceed the minimum of the position to which the employee is appointed, through top step with the approval of the Appointing Authority or designee, and through top step with the approval of CONFIRE's Director of Human Resources or designee.

Within the base salary range, all step advancements will automatically be made at the beginning of the pay period in which the employee completes the required number of service hours. However, when an employee reaches the required number of service hours with eighty (80) service hours in each pay period, the step advance will be made at the beginning of the next pay period. Approval for advancement shall be based upon completion of the required length of service hours in the classification, satisfactory work performance, and Appointing Authority or designee recommendation.

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to 80 hours per pay period. Overtime hours, disability payments, Medical Emergency Leave, and time without pay shall not count

toward step advancements. Unless otherwise approved by the Board of Directors, step advancements within a base salary range shall be based upon a one-step increment, approximately two and one-half percent (2.5%).

Employees shall be eligible for step advancement after completion of increments of 1,040 hours until the top step of the range is reached.

The Appointing Authority or designee may request, in limited exceptional circumstances and with adequate justification, the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity, subject to the recommendation of the Director of Human Resources or his/her designee. The Director of Human Resources or designee may authorize the adjustment of the salary step or salary rate of an employee to correct any payroll error or omission, including any such action that may have arisen in any prior fiscal year.

- B. Special Provisions. The Appointing Authority or designee may request, in limited exceptional circumstances and with adequate justification, the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity, subject to the recommendation of CONFIRE's Director of Human Resources or designee and the final approval of the Appointing Authority or designee. CONFIRE's Director of Human Resources or designee may authorize the adjustment of the salary step or salary rate of any employee to correct any payroll error or omission, including any such action that may have arisen in any prior fiscal year.

Section 12: Longevity Employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous service with the County/CONFIRE. Longevity pay shall be paid on all paid hours, up to an employee's standard hours, and shall be excluded when determining the appropriate rate of pay for a promotion or demotion.

TOTAL COMPLETED SERVICE	COMPENSATION
20,800 continuous service hours (10 years)	1.0%
31,200 Continuous Service Hours (15 years)	3.0%

For purposes of longevity pay only, a year of completed County/CONFIRE service is defined as 2,080 service hours with the County/CONFIRE.

Recognition of Prior Public Service

For purposes of determining eligibility for longevity pay only, prior service performed under a California public retirement system or other qualifying public retirement system shall be recognized, provided that:

- The employee entered Agency employment without a break in public service exceeding six (6) months; and
- The prior service was performed in a position that accrued service credit under a public retirement system; and
- The employee provides documentation acceptable to Human Resources verifying such service.
- The employee is not receiving a service retirement benefit from a public retirement system for the period of service being credited.

Approved prior service shall be combined with the employee's CONFIRE service solely for the purpose of determining the applicable longevity pay tier. Such recognition shall not apply to any other compensation,

seniority, leave accruals, or benefits unless otherwise expressly provided.

Section 13: Special Assignment Compensation

Increases in pay may be granted to recognize the temporary assignment of additional responsibilities that are significant in nature and beyond the normal scope of the position. No award shall be made in any situation related to vacation, short-term illness or other relief, which is six (6) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year except in unusual circumstances approved by the Appointing Authority or designee and CONFIRE's Director of Human Resources or designee. Employees will normally not be in a probationary status. The employee shall be required to meet standards for satisfactory performance.

Compensation shall be awarded in pay period increments and shall be in the form of a specified percentage of the employee's base pay. The Appointing Authority or designee will determine the amount in increments of one-half percent ($\frac{1}{2}\%$) from a minimum of two and one-half percent ($2\frac{1}{2}\%$) up to a maximum of seven and one-half percent ($7\frac{1}{2}\%$). The additional compensation will be computed at the specified percentage of the current base pay of the employee for each pay period. Such increases in pay shall not affect an employee's step advancement in the base range pursuant to the Salary Rates and Step Advancements section.

Requests for Special Assignment Compensation may be initiated by the Appointing Authority or an employee via the Appointing Authority. The Appointing Authority and the employee bear mutual responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this provision. It is important to obtain CONFIRE's Director of Human Resources or designee's review of the request in advance of the date the employee begins the assignment, since there is no guarantee the request will be approved. Special Assignment Compensation is to be effective only with CONFIRE's Director of Human Resources or designee's written approval, assignment of greater level duties, and signed acceptance of the employee.

This provision shall not be utilized to circumvent or provide additional compensation over and above that which may be provided in "Classification" and "Assignment to Vacant Higher Position." These aforementioned provisions are mutually exclusive concepts, and as such, there shall be no dual or multiple requests based on the same facts.

Section 14: Tuition Loan Repayment

CONFIRE shall establish a Tuition Loan Repayment Program to assist with student loan obligations and encourage continued CONFIRE employment.

- A. Eligibility Requirements - all requirements must be met before the employee is deemed eligible for loan repayment assistance:
1. The employee is employed in a regular full-time classification covered under this Compensation Plan.
 2. The employee fully completes the CONFIRE's Student Loan Repayment Application.
 3. The employee submits proof of the following:
 - a. (i) A qualifying degree.
 - b. (iii) Current statements from an unpaid loan.
 - c. The employee is in paid status in the pay period the repayment is made.
 - d. The employee is not participating in another tuition loan repayment program. This does not include participation in any loan forgiveness program.
 - e. Employee's last Work Performance Evaluation rating is a "meets standards" or above and not on

an improvement plan.

- f. Employee is not on a current leave restriction plan.

B. Terms of Loan Repayment Assistance:

Employees with 2 or more years of continuous service with CONFIRE may apply for tuition loan repayment. Continuous service is defined as the total length of service from an employee's most recent beginning (hire) date in a regular position with no separation from CONFIRE employment. Employees must complete a new application and submit supporting documentation for each disbursement for loan repayment. Any additional annual incentive will require completion of new one-year continuous periods of Qualifying Service on and after the date of the implementation of this provision. In no event will the payments be combined. If the application meets /CONFIRE requirements, the payment shall be as follows:

1. After completion of 2 continuous years with CONFIRE: A single payment of up to \$1,000.
2. After completion of 3 continuous years with CONFIRE: A single payment of up to \$1,500.
3. After completion of 4 continuous years with CONFIRE: A single payment of up to \$2,000.
4. After completion of 5 continuous years with CONFIRE: A single payment of up to \$2,500.
5. After completion of 6 continuous years with CONFIRE: A single payment of up to \$3,000.

Payment shall not exceed the total amount of \$10,000 per employee. Eligible employees may receive payment within thirty (30) days after approval of the required documentation.

C. Restrictions

1. Employee must have one or more qualifying student loans (including private loans, provided they qualify pursuant to all applicable State and Federal laws, rules, and regulations).
2. The degree must have been completed, and the employee must be in active repayment of the loan.
3. Loans must not be in default status. Employees must provide a written statement from their lender(s) substantiating that the loan(s) are not in default, dated within ten (10) business days of the application for payment.
4. Payments made on loans in the year prior to the repayment request that are less than the maximum yearly repayment amount will be eligible for the lesser amount paid only.
5. Employees who separate from County/CONFIRE employment are not entitled to prorated payments.
6. The lender information must be verified annually and must not be older than ten (10) days prior to the application for payment.
7. If loans have been consolidated, proof of consolidation must be provided.
8. Employees must show proof of loan payments for each of the prior twelve (12) consecutive months.

D. Program Details

1. Payment will be made directly to the employee through EMACS. Payment will be subject to all required payroll deductions, and participants will be responsible for any and all applicable taxes resulting from the payments they receive.
2. Qualifying Student Loan shall mean a loan (or the portion of a loan, if consolidated) taken and used to cover the cost of an eligible qualifying degree. The determination of whether or to what extent a loan is a

Qualifying Student Loan shall be made based on guidelines established by Human Resources.

3. Notwithstanding the foregoing, reimbursement under this Section shall be made subject to any additional conditions approved by the Appointing Authority or designee.

Section 15: Uniform Voucher

CONFIRE will provide a maximum of \$400.00 voucher per fiscal year for the purchase of the specified uniform. The employee is responsible for the purchase of such uniform, including approved pants, shirts, jackets, sweatshirts, belts, and shoes or boots. All such purchases of uniforms shall be made with such vendors as are selected by CONFIRE and CONFIRE's Appointing Authority or designee. CONFIRE shall make direct payment to the vendor up to the specified amount. Unused amounts shall not be carried over to the following fiscal year.

Employees who are on long-term leave of absence (6 pay periods or greater) who do not return to work will forfeit any unused and future uniform allowance.

ARTICLE 4: MODIFIED BENEFIT OPTION

Section 1: General Provisions

- A. All full-time CONFIRE employees in regular positions shall be provided with an opportunity to convert from a regular position with traditional benefits (i.e., traditional benefit option) to a regular position with modified benefits and a wage differential.
- B. Employees may choose to enroll in the Modified Benefit Option (MBO) at hire or during the annual open enrollment period and may choose to change to the traditional benefit option during subsequent open enrollment periods.
- C. Employees who select the MBO must commit to work a minimum of 1,560 hours per calendar year.
- D. In order to receive the benefits and wage differential of the MBO, the employee must specifically choose the Option.

Section 2: Modified Benefit Option Wage Differential

- A. Employees who select the MBO shall receive a wage differential of 4% above the base rate of pay. The wage differential shall be paid on all paid hours (e.g., REG, PTO, etc.).
- B. The wage differential shall be considered as part of the base hourly rate when calculating the following: CONFIRE contribution to the employee's Retirement Medical Trust (RMT) account, CONFIRE match to employee's contribution to County's 457(b) Deferred Compensation Plan, CONFIRE match to employee's contribution to County's 401(k) Defined Contribution Plan, differentials paid on a percentage basis (e.g., retention), sick leave conversion cash-out pursuant to Section 10 Retirement Medical Trust in Article 2 Benefits, and other leave cash-outs if any. Provided below is an example of how CONFIRE's contribution to the RMT would be calculated:

Example: Employee with 17 years of continuous County/CONFIRE service and an 80-hour per pay period schedule selects the MBO. The employee's base hourly rate is \$70 per hour. This employee is eligible for a CONFIRE contribution to the RMT equal to 3.75% of the employee's base bi-weekly salary. CONFIRE's contribution to the RMT is calculated as follows:

80 hours X (\$70.00 per hour X 1.04 MBO Wage Differential) = \$5,824 base bi-weekly salary for purposes of CONFIRE contribution to the RMT \$5,824 X 3.75% Contribution Rate = \$218.40

CONFIRE will contribute \$218.40 to the RMT on behalf of the employee for that pay period.

Section 3: Benefits and Leaves

Except as provided in Section 3 of this Article, employees who select the MBO shall receive the same benefits and leaves that employees who select the traditional benefit option receive.

A. Medical Coverage. Employees who select the MBO shall have the same medical plan options as employees who select the traditional benefit option (e.g., Blue Shield HMO, Kaiser HMO, Blue Shield Access + HMO, Kaiser Choice HMO, and Blue Shield PPO).

B. Medical Premium Subsidy (MPS).

Employees who select the MBO shall receive MPS in the following amounts per pay period:

The MPS amounts for employees enrolled in the MBO will be based on a percent of the MPS amounts for the Traditional Benefit Option (i.e., 71% Employee Only; 82% Employee + 1; 82% Employee + 2).

C. Dental Premium Subsidy (DPS). Employees who select the MBO and are enrolled in both County-sponsored medical and dental coverage whose premium costs for medical and dental exceeds the MPS shall be eligible to receive DPS up to \$9.46 per pay period, but not to exceed the combined total of the employee's out-of-pocket premium expenses.

Section 4: Paid Time Off

A. Definition. Employees who select the MBO shall be granted Paid Time Off (PTO) in lieu of any other Vacation or Sick accrual leave provisions. However, employees shall continue to be eligible to receive Administrative Leave as provided in Article 7, Section 1, Administrative Leave. Additionally, employees shall receive holiday pay in accordance with Article 7, Section 6, Holiday Leave, except that employees shall not be eligible for the floating holiday.

B. Accumulation. Employees who select the MBO shall accrue PTO each pay period as provided in the chart below and shall be eligible for prior service credit in accordance with Article 7, Section 14, Vacation Leave. Employees who have standard hours of less than eighty (80) hours per pay period shall accumulate PTO on a pro-rata basis; provided, however, that the maximum combined vacation and PTO accrual that may be carried over to future calendar years shall not be prorated. PTO shall be available for use on the first day of the pay period following the pay period in which it is earned.

Service Hours	Annual PTO Allowance	Approximate Accrual Rate Per Pay Period	Maximum PTO Accrual That May Be Carried Over to a Future Calendar Year	Maximum Combined Vacation and PTO Accrual That May be Carried Over to a Future Calendar Year
0 through 8,320 service hours	120 hours	4.62 hours	272 hours	374 hours*
Over 8,320 through 18,720 service hours	160 hours	6.15 hours	362 hours	480 hours*
Over 18,720 service hours	200 hours	7.69 hours	452 hours	586 hours*

*The employee's maximum PTO accrual that may be carried over to a future calendar year may not exceed 272, 362, or 452, as applicable. Additionally, the maximum combined vacation and PTO accrual that may be

carried over to a future calendar year for an employee who has a grandfathered maximum vacation accrual balance of more than 480 hours, as allowed in Article 7, Section 14, Vacation Leave, shall be this employee's grandfathered maximum vacation accrual balance plus 106 PTO hours. For example, if employee's grandfathered maximum vacation accrual balance is 600 hours, the maximum combined vacation and PTO accrual that may be carried over to a future calendar year shall be 706 hours (600 vacation hours plus 106 PTO hours). As indicated in Section 14 Vacation Leave in Article 7 Leave Provisions, the grandfathered maximum vacation accrual balance shall be adjusted annually at the end of each calendar year and shall never be increased.

Any PTO accrual balance at the end of the calendar year in excess of the employee's maximum PTO accrual that may be carried over to a future calendar year shall be automatically cashed out and paid in accordance with Section 5(D)(2) of this Article. Additionally, any combined vacation/PTO accrual balance at the end of the calendar year in excess of the employee's allowed maximum combined vacation/PTO balance, in which vacation accruals do not exceed the employee's allowed maximum vacation accrual balance, shall be cashed out in PTO hours paid in accordance with Section 5(D)(2) of this Article. For example, if an employee with a maximum combined accrual balance of 586 has 480 vacation hours (i.e., employee's vacation maximum accrual balance) and 200 PTO hours for a combined accrual balance of 680 hours, 94 PTO hours shall be automatically cashed out.

Section 5: Administration

- A. PTO for Vacation Leave Purposes. When PTO has been requested for vacation leave purposes, PTO shall be administered according to Article 7, Section 14, Vacation Leave.
- B. PTO for Sick Leave Purposes. When PTO has been requested for sick leave purposes, PTO shall be administered according to Article 7, Section 12, Sick Leave.
- C. Separation. Employees separating from CONFIRE employment shall have any unused PTO administered in the same manner that Vacation Leave is administered at separation according to Article 7, Section 14, Vacation Leave.

Exempt employees who are subsequently hired into a position in a bargaining unit that does not contain the MBO, shall carry over their existing PTO balance and begin accruing vacation, floating holiday, and sick leave immediately.

- D. PTO Cash-Out.
 - 1. Elective Conversion. An employee may sell back PTO at the base hourly rate of pay of the employee as hereinafter provided, upon approval of the CONFIRE Appointing Authority. Eligible employees may exercise this option under procedures established by the CONFIRE. In lieu of cash, the employee may designate that part or all of the value of PTO be contributed to the County's section 401(k) Defined Contribution Plan or section 457(b) Deferred Compensation Plan.

In order to sell back PTO prior to termination or retirement, an employee may exercise the following options:

- a. Option 1 – Elective Cash out of Future Accruals. Employees must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's PTO accrual. Such election must be made in increments of not less than ten (10) hours and may not exceed one hundred sixty (160) hours. All designated hours remaining in the last pay period of the calendar year will automatically be converted into cash in the last pay period of the calendar year.
- b. Option 2 - Existing Accruals. Existing PTO accruals may be cashed out in whole hour increments with a minimum cash-out of ten (10) hours and will be subject to a ten percent (10%) penalty.

2. Automatic Conversion. At the end of the calendar year, an employee shall automatically have any PTO accruals in excess of the employee's maximum PTO accrual balance converted to cash. Such automatic PTO cash out shall be paid in Pay Period 1 of the next calendar year.

E. Accrual Carryover Following Benefit Change.

1. Traditional Benefit Option to Modified Benefit Option. Employees who convert from the traditional benefit option to the MBO shall carry over and may utilize their existing vacation, holiday, and sick leave balances; provided, however, that the employee shall no longer accrue vacation leave, sick leave, and a floating holiday after converting to the MBO. After converting to the MBO the employee shall be immediately eligible to accrue PTO.

Any vacation leave accrual balance carried over to the MBO that is in excess of the employee's allowed maximum vacation leave accrual balance at the end of the calendar year shall be cashed out and paid in accordance with Section 14 Vacation Leave of Article 7 Leave Provisions. For example, an employee with a maximum vacation leave accrual balance of 480 hours begins MBO in pay period 16 and carries over 572 vacation hours. This employee then uses 20 vacation hours and has 552 vacation hours at the end of the last pay period of the calendar year. In this example, 72 vacation hours shall automatically cash out in pay period 1 of the next calendar year such that 480 vacation hours carries over to the next calendar year (552 hours – 72 hours = 480 hours).

Vacation Cash-Out. Employees who met the eligibility requirements for the vacation cash-out prior to selecting the MBO, and predesignated to cash-out vacation leave during the required pre-designation period while in the traditional benefit option, shall remain eligible to cash-out vacation leave. However, employees enrolled in the MBO shall not be eligible to pre-designate to cash-out vacation leave while enrolled in the MBO unless employee intends to convert to the traditional benefit option during next calendar year's open enrollment period and start accruing vacation that calendar year.

Additionally, employees who select the MBO will continue to have the option to cash-out existing vacation accruals according to Section 14 Vacation Leave of Article 7 Leave Provisions.

2. Modified Benefit Option to Traditional Benefit Option. Employees who convert from the MBO to the traditional benefit option shall carry over and may utilize their existing PTO balance (if any) and begin accruing vacation, floating holiday, and sick leave immediately; however, the maximum combined PTO and vacation accrual that may be carried over to a future calendar year shall not exceed this employee's allowed maximum vacation accrual balance at the end of the calendar year as established in Section 14 Vacation Leave of Article 7 Leave Provisions. Any combined excess leave hours at the end of the calendar year shall be cashed out as PTO hours and paid in accordance with Section 5(D)(2) of this Article. For example, an employee with a maximum vacation accrual balance of 480 hours begins the traditional benefit option in pay period 16 and carries over 150 PTO hours and 375 Vacation Leave hours and accrues an additional 68 vacation hours through pay period 26 (i.e., total combined leave at the end of calendar year equals 593 hours). In this example, 113 PTO hours shall automatically cash out in pay period 1 of the next calendar year such that 480 total combined vacation/PTO hours carries over to the next calendar year (593 hours – 113 hours = 480 hours). If employee has a grandfathered maximum vacation accrual balance, the grandfathered vacation accrual balance shall be the maximum combined vacation and PTO balance that may be carried over.

PTO Cash-Out. Employees who met the eligibility requirements for the PTO cash-out prior to converting from the MBO to the traditional benefit option, and predesignated to cash-out PTO during the required pre-designation period while in the MBO, shall remain eligible to cash-out PTO. However, employees enrolled in the traditional benefit option shall not be eligible to pre-designate to cash-out PTO while enrolled in the

traditional benefit option unless employee intends to convert to the MBO during next calendar year's open enrollment period and start accruing PTO that calendar year.

Additionally, employees who convert from the MBO to the traditional benefit option will continue to have the option to cash-out existing PTO according to Section 5(D)(1)(b) of this Article.

ARTICLE 5: EMPLOYMENT PROVISIONS

Section 1: Access to Personnel Records

Personnel records are confidential and access to personnel records of the employees shall be limited to the CONFIRE's Director of Human Resources or designee, the Appointing Authority for CONFIRE, the Board of Directors, or their authorized representatives. Employees currently employed by CONFIRE and/or their representatives, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours.

Letters of reference and other matters exempted by law shall be excluded from the right of inspection by the employee.

Negative information may be purged from the personnel records, subject to legal constraints, at the sole discretion of CONFIRE's Director of Human Resources or designee or upon the request of the employee or the Appointing Authority and upon approval of CONFIRE's Director of Human Resources or designee and the employee shall be so notified.

Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their CONFIRE supervisor/manager or Human Resources as appropriate.

Section 2: Classification

Classification is a management tool to ensure the accurate reflection of tasks and duties involved in each Exempt position. Whenever positions are subject to any change as a result of classification review, and are allocated within the CONFIRE Exempt Group, any Board of Directors action shall be made on the recommendation of the Appointing Authority for CONFIRE. Any request to review a classification action shall be submitted to the CONFIRE's Director of Human Resources or designee who shall have the final and binding authority in the review process determination. Positions allocated to the CONFIRE Exempt Group shall not be subject to any classification appeal procedure. Classification adjustments (upgrades and downgrades) are implemented in accordance with the Personnel Rules for Board-Governed Special Districts/Fire District.

Section 3: Classification Adjustments

- A. Upgrading. An upgrading is the reclassification of a position from one classification to another classification having a higher base salary range. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the Personnel Rules for Board-Governed Special Districts/Fire District such employee's step placement in the new salary range shall be governed by the Section on "Promotions."
- B. Downgrading. A downgrading is the reclassification of a position from one classification to another classification having a lower base salary range. When a position is downgraded, the incumbent employee may continue at the same salary rate where the salary rate is within the new base salary range. Where an incumbent receives a salary rate greater than the maximum of the new base salary range, the CONFIRE's Director of Human Resources, may authorize continuation of the same salary rate to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary rate increases until the salary range maximum of the new classification

exceeds the "X" step.

Section 4: Conditions of Employment

CONFIRE Exempt Group employees serve at the pleasure of the Appointing Authority for CONFIRE. Should an employee's position be abolished, CONFIRE will make reasonable efforts to place the employee in a comparable CONFIRE position based upon the employee's skills, knowledge and abilities, as well as consideration for the employee's length of service with CONFIRE. If reasonable efforts to place an Exempt employee in a comparable CONFIRE position are unsuccessful, the employee shall be subject to layoff by written notification by the Appointing Authority or designee, which notification shall be given at least ten (10) working days prior to the effective date of the layoff. An Exempt employee does not have any bumping rights to other CONFIRE positions, whether previously held or not.

Section 5: Demotions

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower. An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which the employee demoted as provided in the Order of Demotion.

An employee demoted for non-disciplinary reasons who returns to their former classification during the probationary period or within 2,080 service hours of promotion, shall return to the same salary step within the base salary range for the former classification that the employee was on prior to promotion. No credit shall be granted for hours worked at the promoted level for the next step advance due date.

An employee demoted for non-disciplinary reasons shall be placed on a step closest to, but not less than, their current base rate of pay on the salary range of the classification to which the employee demotes, not to exceed the top step of the salary range of the applicable range with the approval of the Appointing Authority and the CONFIRE Director of Human Resources or designee.

An employee who demotes for non-disciplinary reasons to a trainee classification for which the journey level classification is higher than the classification they demoted from, shall be placed on a step closest to, but not less than, their current base rate of pay on the salary range of the demoted classification to which the employee demoted. Employees whose current base rate of pay exceeds the top step of the salary range to which the employee demoted classification range shall be placed on the "X" step and retain their current base rate of pay. Provided that the "X" step continues to be above the top step of the demoted classification range, the employee shall receive no future salary rate increases until the employee has promoted to the journey level classification and the salary rate of that classification exceeds the "X" step. An employee who demotes for non-disciplinary reasons to a trainee classification for which the journey level classification is lower than the classification they demoted from shall retain the same salary rate, provided that the salary rate does not exceed the top step of the journey level classification. If the salary rate is higher than the top step of the journey level classification, the employee shall be placed at the top step of the base salary range of the lower journey level classification.

Section 6: Dual Appointments

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by CONFIRE's Director of Human Resources or designee, to facilitate training, to make assignments to a position which is vacant due to extended authorized leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all of the benefits of regular employees except regular status.

Section 7: Employment Interview Expenses

For division level and above, the Appointing Authority or designee may approve reimbursement of interview

expenses incurred by external candidates upon proof/receipts provided. Such reimbursement is restricted to airfare, auto mileage, meals, overnight stay, and airport transit.

Section 8: Hours of Work

Employees shall be required to work during such hours as necessary to carry out the duties of their position, as designated by the Appointing Authority for CONFIRE and such hours may be varied so long as the work requirements and efficient operations of CONFIRE are assured.

The nature of Fair Labor Standards Act (FLSA) exempt employment for affected Exempt CONFIRE classifications is such that intermittent, occasional overtime is needed to fulfill the responsibilities and requirements of the position. Usually, additional time and effort are proportionate to the importance and level of the responsible position. These factors of time and effort are incorporated when the compensation level of FLSA exempt positions are established. In those instances where a position's work extends well beyond the normal hours of employment, CONFIRE's Appointing Authority or designee may authorize additional compensation in the form of cash payment or compensating time off, generally on a pre-approved and pre-scheduled basis. Circumstances for such compensation would include implementation of the intent of a Board of Directors-approved program or emergency response.

For exempt classifications assigned to an approved shift-based schedule or authorized to provide temporary shift-based coverage, additional compensation may be provided in accordance with Article 3, Section 5, Shift-Based Exempt Assignment and Shift Coverage Compensation.

For FLSA-covered employees in the Fire/Special Districts classifications, overtime is determined by the legal requirements of the FLSA. For FLSA-covered employees, the following overtime provisions apply.

- A. Definition. Overtime shall be defined as all hours actually worked in excess of 40 hours a work period. For purposes of defining overtime, paid leave time, excluding sick leave shall be considered as time actually worked. Overtime shall be reported in increments of full 15 minutes and is non-accumulative and non-payable when incurred in units of less than 15 minutes. Overtime shall not affect leave accruals.
- B. Sick leave that is not pre-approved and sick leave used by employees on leave restriction shall not be considered as time actually worked for the purpose of calculating overtime. Pre-approved shall mean notice to management at least 48 hours prior to the beginning of the leave.
- C. Overtime Compensation. Any employee authorized by the Appointing Authority or authorized representative to work overtime shall be compensated at premium rates, i.e., one and one-half times the employee's regular rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, 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.

In lieu of cash payment, upon request of the employee and approval of the Appointing Authority, an employee may accrue compensating time off at premium hours. Cash payment at the employee's regular rate of pay shall automatically be paid for any compensating time which exceeds 80 hours, for any such time which has not been taken within 26 pay periods after being accrued, or for any hours on record immediately prior to promotion, demotion or termination of employment.

Section 9: Job Sharing and Part-Time Employment

CONFIRE will make reasonable accommodation for employees who express a request in writing to share their positions with other qualified employees or eligible persons or to work on a part-time basis. Jobs may be shared on an hourly or daily basis.

All benefits for job sharing and part-time employees shall be pro-rated on regularly scheduled hours except as may otherwise be provided in a specific section. For example, an employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave. Benefits not subject to proration include the following Leaves: Blood Donation, Examination Time, and Bereavement. Further, where a specific section provides a minimum hour requirement (e.g., must be full-time, or scheduled hours) job sharing and part-time employees shall be required to meet the minimum hour requirement in order to receive the benefit. For example, to be eligible to enroll in a medical and dental plan offered by CONFIRE an employee must be in a regular position and scheduled to work for a minimum of forty (40) hours per pay period. Therefore, job sharing employees in regular positions scheduled for less than forty (40) hours per pay period would not be eligible to enroll in a medical and dental plan offered by the CONFIRE.

Section 10: Promotions

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive the entrance rate of the new range or at least a five percent (5%) salary increase. An advanced step may be provided by the Appointing Authority up to a 7.5% increase in total not to exceed the top step of the higher base salary range. At the request of the Appointing Authority for CONFIRE and with the approval of CONFIRE's Director of Human Resources, an employee may be placed at a step above a 7.5% increase, not to exceed the top step of the higher base salary range. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by CONFIRE's Director of Human Resources or designee.

or designee.

Section 11: Recruitment and Referral Bonus Programs

- A. General. CONFIRE shall make available Recruitment and Referral Incentive Programs to assist in the recruitment and appointment of qualified individuals into hard-to-recruit regular positions in the CONFIRE Exempt Group, in accordance with the guidelines established herein.
- B. Program Applicability. The Appointing Authority for CONFIRE or designee may apply to the Recruitment and/or Referral Incentive Program(s) to assist in filling regular positions in CONFIRE. To apply, said position/classification must have had historical/demonstrable recruitment difficulty. CONFIRE's Director of Human Resources or designee shall have the sole authority to determine the applicability, amount, and duration of these Program(s) to each requested position/classification and shall certify applicability of the Program(s) for each position, by assignment, and beginning and ending dates. Such determinations shall not be subject to any review or appeal.
- C. Recruitment Bonus. An employee hired into a regular position/classification certified for participation in this Program shall be eligible to receive recruitment bonuses in accordance with the following:
 - 1. Bonus Amount and Method of Payment. The eligible employee hired into a position/classification certified for participation in the Program shall receive no less than five hundred dollars (\$500.00) and no more than one-thousand dollars (\$1,000.00) upon hire. An additional one thousand dollars (\$1,000.00) shall be paid to the employee upon completion of 2,080 service hours in the position/classification for which the original bonus was granted. Each bonus payment shall be considered taxable income and subject to withholding.
 - 2. Initial Leave Bank. The Appointing Authority or designee may authorize a one-time initial leave bank for an employee hired into an exempt position or classification. Such leave banks shall be administered in accordance with applicable administrative policy and shall not exceed one hundred sixty (160) hours of vacation or paid personal leave, one hundred sixty (160) hours of sick leave, and one hundred twenty (120)

hours of holiday leave. Approved leave bank hours shall be credited to the employee upon hire.

3. Limitations and Exclusions.

- a. No bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification prior the beginning date certified by CONFIRE's Human Resources or designee for that classification to be eligible for participation in the Recruitment Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by CONFIRE's Human Resources for that classification to be eligible for participation in the Recruitment Bonus Program.

The bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.

The employee shall receive the 2nd installment of the recruitment bonus if the employee is "Meeting Standards" for the period that covers the 2nd installment. Such determination shall not be subject to review or appeal.

- b. The initial leave bank is intended solely as a recruitment incentive. If the employee separates from CONFIRE employment within three (3) years of hire, any unused hours granted through the initial leave bank shall not be eligible for cash-out or conversion to compensation, except as otherwise required by applicable law, and such hours shall not be reported or treated as compensation earnable for retirement purposes to the extent permitted by law.

Authorization of an initial leave bank shall be made on a case-by-case basis at the sole discretion of the Director of Human Resources or designee and shall not be subject to grievance, review, or appeal.

D. Referral Bonus. Any employee in a regular position who refers a qualified candidate for a position/classification certified for participation in this Program who is subsequently hired into the regular position may receive a referral bonus in accordance with the following:

1. Method of Referral. To be eligible for the recruitment bonus, the CONFIRE Application for Employment form must contain the name of the referring employee on the application.
2. Bonus Amount and Method of Payment. The referring employee shall receive a bonus of two hundred and fifty dollars (\$250.00) for each referred candidate actually hired into an eligible regular position. An additional five hundred dollars (\$500.00) shall be paid upon that new employee's completion of 2,080 service hours. Said bonus shall be considered taxable income and subject to withholding.

3. Limitation and Exclusions.

- a. No bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification prior to the beginning date certified by CONFIRE's Human Resources or designee for that classification to be eligible for participation in the Referral Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by CONFIRE's Director of Human Resources or designee for that classification to be eligible for participation in the Referral Bonus Program.
- b. Individuals assigned to employee recruitment as a primary function of their position shall not be eligible to receive this Bonus.
- c. In cases where more than one employee is named as a "referring party," the recruitment bonus shall be equally split between the referring employees.

- d. In cases where the referred employee resigns, transfers out of the eligible position, or is terminated prior to completion of 2,080 service hours, the additional five hundred dollars (\$500) shall not be paid.
- e. The referral bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.
- f. The Appointing Authority shall have sole responsibility and authority to determine eligibility for the 2nd installment of the referral bonus. Such determination shall not be subject to review or appeal.

Section 12: Recruitment Moving Allowance

- A. The Appointing Authority may approve moving expenses up to but not exceeding three thousand dollars (\$3,000) for division level and above employees new to CONFIRE employment for moving expenses authorized, incurred and documented as a result of accepting the position and remaining for twelve (12) months subsequent to hire.
- B. CONFIRE's Appointing Authority or designee may approve moving expenses up to, but not exceeding, five thousand dollars (\$5,000) for any employees new to CONFIRE employment for whom CONFIRE's Appointing Authority or the Administrative Committee is the Appointing Authority. Reimbursement of moving expenses in excess of five thousand dollars (\$5,000) must be approved by the Administrative Committee.

For all employees not covered by A or B above, the following provision applies:

- C. To assist with the recruitment and appointment of qualified individuals to hard-to-recruit positions/classifications, the Appointing Authority or designee may authorize reimbursement of a new employee's relocation-related expenses incurred as a result of accepting employment with CONFIRE as follows:

Miles Relocated	Maximum Reimbursement
250*-1000 Miles	\$1,000.00
1001-2000 Miles	\$2,000.00
More than 2000 Miles	\$2,500.00

*The 250-mile distance shall only apply if the relocation is from outside San Bernardino County.

Such reimbursement may be provided to employees upon initial employment with CONFIRE, provided that the employee (1) is appointed to a regular position; (2) submits original receipts documenting expenses incurred; and (3) agrees to remain employed in the regular position for at least twelve (12) months.

If the employee voluntarily resigns employment prior to completion of twelve months' service, the employee shall be required to reimburse CONFIRE for any payment made under this subsection. If the employee fails to reimburse CONFIRE, the amount shall be recovered via payroll recovery from the employee's final pay.

Section 13: Reemployment

- A. A regular employee who has separated from CONFIRE employment, and who is subsequently rehired in the same classification in a regular position within one year (i.e. beginning the first day of work by the 365th calendar day), may receive restoration of salary step, vacation accrual rate, and sick leave balance, unless the employee has received payment for unused sick leave in accordance with the Article Retirement Medial Trust Fund, subject to the approval and conditions established by the Appointing Authority and CONFIRE's Director of Human Resources or designee. Such employees begin accruing vacation and sick leave and may utilize the same immediately. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board. The employee shall be required to serve a new probationary period, unless waived by CONFIRE's Director of Human Resources or designee.

The employee shall be provided with a new date of hire for purposes of CONFIRE seniority.

- B. A regular employee who has separated from CONFIRE employment and who is subsequently rehired to a regular position in the same job family within one year, (i.e., beginning the first day of work by the 365th calendar day), may receive restoration of vacation accrual rate, sick leave, and retirement contribution rate in the same manner as described above. Such employees begin immediately accruing vacation and sick leave and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the CONFIRE's Director of Human Resources or designee. The employee shall be provided with a new date of hire for purposes of CONFIRE seniority.
- C. A regular employee who has separated from CONFIRE employment, and who is subsequently rehired to a regular position in another job family within a ninety (90) day calendar day period, must begin the first day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first (91) day, may receive restoration of salary step (in the instance of rehire in a classification at the same pay range as the position originally held), vacation accrual rate, sick leave and retirement contribution rate in the same manner as described above. The employee shall be required to serve a new probationary period, unless waived by the CONFIRE's Director of Human Resources or designee. The employee shall be provided with a new date of hire for purposes of CONFIRE seniority.

Section 14: Reemployment from Layoff

A regular employee who has been laid off from CONFIRE employment and is subsequently rehired to a regular position shall be reemployed in the same manner as described in the Reemployment Section. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board.

For purposes of this section, a regular employee shall mean an employee in a regular position who held regular status in any classification during the previous period of CONFIRE employment.

Section 15: Relocation

Employees who are required by order of the Appointing Authority for CONFIRE to change their principal place of residence because of a reassignment to meet the needs of the service or because of a layoff, will be granted time off with pay not to exceed two (2) workdays and up to four hundred dollars (\$400.00) reimbursement towards the actual cost of relocating their personal furnishings and belongings.

Section 16: Salary Rate Adjustment

A salary rate (equity) adjustment is a change in the salary range assignment of an existing classification as a result of a classification/compensation study. Incumbent employees whose classification is assigned to a higher base salary range shall be placed on the step in the new range that is approximately a five percent (5%) salary increase, not to exceed the maximum step of the new range. The employee shall be eligible to advance to the next step, if applicable, upon completion of 1,040 service hours at the new range and step, in accordance with the requirements of the Salary Rates and Step Advancements section.

Section 17: Unclassified Service

Exempt positions serve in the Unclassified Service. These positions are at-will and have no appeal rights as they serve at the pleasure of the Appointing Authority.

Section 18: Severance

The CONFIRE Director of Human Resources or designee may, in appropriate circumstances, provide an employee

who is separating from CONFIRE employment up to six months of the employee's annual salary and benefits in the form of administrative leave or a lump sum payment. The CONFIRE Director of Human Resources or designee,, in consultation with Legal Counsel for CONFIRE, is authorized to approve the administrative leave or payment; provided, however, no administrative leave may be granted or salary paid if allegations of conduct involving misappropriation of public funds or property, misuse or destruction of public property, acts that would constitute a felony or misdemeanor, malfeasance in office or conviction of a crime involving moral turpitude are pending against the employee.

ARTICLE 6: EXPENSE REIMBURSEMENT

Employees in the CONFIRE Exempt Group shall be reimbursed for all expenses incurred in connection with the conduct of CONFIRE business, including, but not limited to travel, lodging, meals, laundering, gratuities, and other related costs. Payment for actual expenses is subject to the approval of the Appointing Authority for CONFIRE. Reimbursement of travel and subsistence expenses will be as listed below.

- A. General Provisions. The purpose of this section is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of CONFIRE, except as may be otherwise provided in this Plan.
- B. Responsibilities. It shall be the responsibility of each Appointing Authority for CONFIRE or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the Appointing Authority for CONFIRE or designee to incur a business expense or to exceed maximum allowable amounts provided in Section G below. Prior approval may be in the form of standing orders issued by the Appointing Authority for CONFIRE. Failure to obtain prior approval may result in the denial of any expense claim (or excess amount) not pre-approved.
- C. Travel Authorization.
 - 1. All foreseeable travel requests must be submitted to the Finance Division four (4) weeks prior to travel. Out-of-state travel requests must be submitted six (6) weeks prior to travel.
 - 2. Travel outside the State of California must be approved by the Appointing Authority for CONFIRE or designee, except when the trip outside California is within twenty (20) miles of the California border or travel through a location anywhere in the adjacent state as a means of arriving at a location within California. Requests for such travel shall be submitted to the Finance Division on a travel request form.
 - 3. The Appointing Authority for CONFIRE or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this section.
- D. Authorization for Attendance at Meetings.
 - 1. The Appointing Authority for CONFIRE or designee may authorize attendance at meetings at CONFIRE expense when the program material is directly related to an important phase of CONFIRE service and holds promise of benefit to CONFIRE as a result of such attendance.
 - 2. Authorization for attendance at meetings without expense reimbursement, but on CONFIRE time, may be granted when the employee is engaged on the CONFIRE's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to the CONFIRE.
- E. Records and Reimbursements.
 - 1. Requests for expense reimbursements should be submitted once each month and within one year of the date that the expense was incurred.

2. Receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:
 - a. Subsistence, except as otherwise provided in this section.
 - b. Private mileage (e.g., mileage to airport).
 - c. Telephone and other communication-related charges, including Wi-Fi and internet access fees if needed to conduct CONFIRE business.
 - d. Other authorized expenses of less than one dollar (\$1.00).
3. Claims for expense reimbursement totaling less than one dollar (\$1.00) in any fiscal year shall not be paid.
4. Reimbursement shall not be made for any personal expenses, such as, but not limited to: entertainment, barbering, personal grooming, alcoholic beverages, etc.
5. Except as otherwise provided in this section, expense reimbursements shall be made on an actual cost basis.
6. If the original receipt is unavailable, the employee may submit a signed statement with an explanation of expenses (i.e., an itemized list of expenses with location, date, dollar amount, and reason for expenses) and an explanation as to why the receipt is unavailable.
7. Expense reimbursements may be made via Electronic Fund Transfer into the financial institution of the employee's choice or by pay card. Employees who fail to make arrangements for direct deposit shall receive reimbursements via pay card.

F. Transportation Modes.

The general rule for selection of a mode of transportation is the mode that represents the lowest expense to CONFIRE. Where an employee is given the choice between several means of travel (e.g., use of a CONFIRE vehicle vs. own personal vehicle, flying vs. driving, etc.) and chooses a more costly option, the employee shall only be reimbursed for the lesser cost option. For example, if an employee chooses to drive his/her own vehicle when offered a CONFIRE vehicle, the employee shall not be entitled to any reimbursement. Similarly, if the cost of flying on an airplane is less than the cost of driving, the employee shall only be reimbursed for the amount CONFIRE would have paid for the flight.

1. Travel via private automobile.

- a. Reimbursement for use of privately owned automobiles to conduct CONFIRE business shall be at the IRS allowable rate at the time the mileage was incurred.

Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance, and all other transportation-related costs. CONFIRE does not provide any insurance for private automobiles used on CONFIRE business. The owner of an automobile is responsible for personal liability and property damage insurance when the vehicle is used on CONFIRE business.

- b. When employees, traveling on official CONFIRE business, leave directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be the difference between the distance from the residence to the assigned work location and the distance from the residence to the first work contact point. If the first work contact point is closer than the assigned work location, no mileage shall be allowed. If the employee departs from the last work contact point directly to the residence, the same principle governs.

Employees may have multiple assigned work locations. Mileage allowed is based on the assigned

work location for that day. When employees have more than one assigned work location in a standard tour of duty, mileage shall be allowed between assigned work locations. In no case will mileage be allowed between the employee's residence and the assigned work location.

2. Travel via rental vehicles. Reimbursement will be provided for the cost of a rental vehicle used for business purposes if such use is approved by the Appointing Authority. Rental vehicles are covered for liability and vehicle physical damage under the CONFIRE's insurance program. Reimbursement will not be provided for the additional costs incurred if any employee purchased any additional insurance or signed a Collision Damage Waiver (CDW) when renting a vehicle for CONFIRE business. Requests for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.
3. Travel via air. When commercial aircraft transportation is approved, the "cost of public carrier" shall mean the cost of air coach class rate, including tax and security surcharges. Travel via charter aircraft shall be limited to emergencies or when other types of transportation are impractical or more expensive. Specific prior approval for travel via charter aircraft must be obtained from the Appointing Authority for CONFIRE.
4. Travel Via Ride-Share Service, Taxi, or Public/Mass Transit. Reimbursement will be provided for the cost of using a ride-share service (e.g., Uber or Lyft), taxi, or public/mass transit (e.g., bus, streetcar, and ferry) if such expenses are incurred for County business and approved by the appointing authority.
5. Incidental Travel Expenses. Reimbursement will be provided for the cost of incidental travel expenses such as bridge tolls, road tolls, and parking fees if such expenses are incurred as part of CONFIRE business and approved by the appointing authority. Valet parking will not be reimbursed unless self-parking is not available or security is a concern.

G. Subsistence.

1. Subsistence allowances for lodging and meals shall not be allowed without prior approval of the Appointing Authority for CONFIRE or designee as necessary for the purpose of conducting CONFIRE business. Meal and lodging selections should represent a reasonable cost to CONFIRE and be generally consistent with the rates established by the General Services Administration (GSA). Excess charges greater than the allowances listed below in paragraphs (2) and (3) may be authorized under special conditions, such as a convention or conference requirement or if CONFIRE business requires lodging and meals in an area of unusually high cost (i.e., Non-Standard Areas as established by the GSA). Employees may be reimbursed for expenses in high-cost areas for the actual cost incurred, but generally not to exceed the per diem amounts established by the GSA for that area and month. Receipts are mandatory to obtain reimbursement for all lodging expenses, and except as provided below, for all meal expenses claimed.
2. An employee may be reimbursed for lodging expenses at actual cost, generally not to exceed the standard lodging per diem rate as established by the GSA, except as otherwise provided in paragraph (1) above.
3. Except as otherwise provided in paragraph (1) above, reimbursements for meal expenses for up to three separate meals per day may be provided as follows:
 - a. With receipts: An employee may be reimbursed for meal expenses at actual cost not to exceed eleven dollars (\$11) for breakfast; fifteen dollars (\$15) for lunch; and twenty-four dollars (\$24) for dinner, all plus tax and up to 15% gratuity.
 - b. Without receipts: An employee may be reimbursed for meal expenses at per diem rates not to exceed six dollars (\$6.00) for breakfast; nine dollars (\$9.00) for lunch; and nineteen dollars (\$19.00) for dinner, all plus tax and up to 15% gratuity.

4. Where the cost of a meal is included as part of a registration charge for an event (e.g., continental breakfast at a conference or training seminar) or in the cost of lodging, an employee may not claim reimbursement for that meal.
- H. Expense Advances. Advancement of funds for business expenses can be obtained from the Auditor-Controller/Treasurer/Tax Collector's Office through submission of the appropriate form. Advancements shall not exceed the per diem allowances set forth herein. The minimum amount to be advanced is fifty dollars (\$50.00).
- I. CONFIRE Credit Cards. The Appointing Authority may issue a CONFIRE credit card to an employee and require business expenses to be paid for with said card. If unauthorized charges are placed on the card, the employee shall be required to reimburse CONFIRE. If the employee fails to reimburse the CONFIRE within fifteen (15) calendar days or prior to separation from CONFIRE service, the Auditor- Controller/Treasurer/Tax Collector's Office may recover any unauthorized charges from the employee's pay.

ARTICLE 7: LEAVE PROVISIONS

Employees in the CONFIRE Exempt Group shall apply for available paid leave time whenever a leave of absence is approved.

Section 1: Administrative Leave

Effective pay period 1 of each year, an employee in a regular position who is in paid status will be provided with eighty (80) hours of Administrative Leave time for the employee's use. An eligible employee in a regular position who is part-time or job-sharing shall be eligible for a prorated number of Administrative Leave hours based on regularly scheduled hours. Employees newly entering the CONFIRE Exempt group after the beginning of Pay Period 1 shall receive a prorated number of hours. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their appointment. Employees not in paid status (i.e., not coding paid hours) in pay period 1 shall receive a prorated number of Administrative Leave hours upon return to paid status. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their return to paid status. However, an employee who is not in paid status during the entire calendar year, i.e., not in paid status from pay period 1 through pay period 26, or 27(when applicable), shall not receive Administrative Leave for the calendar year(s) during which he/she was not in paid status. For example, if an employee is not in paid status from November of 2014 through February 2016, and then returns to paid status in March 2016, the employee shall receive a prorated sum of Administrative Leave hours for calendar year 2016 upon her return to paid status but shall not receive the calendar year 2015 Administrative Leave because the employee was not in paid status for the entire 2015 calendar year.

Administrative leave may be cashed out at the employee's then current base rate of pay in increments of one (1) hour, upon the approval of the appointing authority, during the calendar year. Any Administrative Leave accrual balances in effect at the end of the last pay period paid in the calendar year will automatically be paid at the employee's then current base rate of pay. Employees may designate cash-outs of Administrative Leave be contributed to the County's 401(k) Plan or 457(b) Deferred Compensation Plan. Upon termination of employment, unused Administrative Leave will be paid at the current rate of pay.

Section 2: Bereavement Leave

Employees in regular positions may use up to three (3) days paid leave, not charged to the employee's personal leave balances, per occurrence for bereavement due to the death of a member of the employee's immediate family as defined under Section 12(a)(1) of this Article. One (1) additional day shall be granted if the employee travels

over six hundred (600) miles from his/her residence to the bereavement service(s). This additional day shall not be charged to the employee's personal leave balances. The Appointing Authority may request verification of distance traveled.

An employee who has been with CONFIRE for 30 days or more may utilize Bereavement Leave for each occurrence of reproductive loss. Reproductive loss includes failed adoption, failed surrogacy, miscarriage, stillbirth, and unsuccessful assisted reproduction as defined by California Government Code section 12945.6. The leave may be non-consecutive but must be taken within 3 months of the event as defined by California Government Code section 12945.6(a)(7). If an employee experiences more than one reproductive loss event in a 12-month period, Bereavement Leave for reproductive loss shall not exceed 20 days within a 12-month period.

Section 3: Blood Donations

Employees in regular positions, who donate blood without receiving compensation for such donation, may have up to two (2) hours off with pay to recover, with prior approval of the immediate supervisor for each such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of two (2) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the Appointing Authority to receive this benefit.

Employees in regular positions who are apheresis donors may have up to four (4) hours off with pay to recover, with prior approval of the immediate supervisor for each such donation, provided no compensation is received for such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work any time in excess of four (4) hours, such time may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each apheresis donation must be presented to the Appointing Authority to receive this benefit.

Section 4: Compulsory Leave

If, in the opinion of the Appointing Authority, employees are unable to perform the duties of their position for physical or psychological reasons, they may be removed from duty without pay or may use accrued paid leave for which they are eligible. In addition, such employees may be required to submit to an examination by either a physician or other competent authority designated by CONFIRE's Director of Human Resources or designee or by their own physician or practitioner, as appropriate. If the examination report of the competent authority (e.g., physician, appropriate practitioner) shows the employee to be in an unfit condition to perform the duties required of the position, the Appointing Authority shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty. An employee who has been removed from duty for physical or psychological reasons by the appointing authority and was required to submit to an examination may not return to duty until such time as medical clearance has been submitted.

Employees shall be required to meet all prescribed qualifications for employment (e.g., licensure, certification, etc.). Employees who become disqualified to perform the duties of their position (e.g., fail to maintain required licenses) shall be immediately removed from duty without pay, unless permitted to use appropriate accrued paid leave for which they are eligible, and may be subject to appropriate disciplinary action.

Section 5: Examination Time

Employees having regular status in regular positions at the time of application, or employees who do not have regular status but have previously held regular status and continuously remained a District employee, shall be entitled to a reasonable amount of time off with pay for the purpose of attending all examination processes (e.g., selection interviews, etc.) required for selection to a different CONFIRE. Employees are responsible for notifying

and obtaining approval from their immediate supervisor prior to taking such leave. Examination time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. An employee is not entitled to compensation if the employee is able to complete the examination on his/her own non-working time (e.g., online exams).

Section 6: Holiday Leave

A. Fixed Holidays. All Exempt employees in regular positions shall be entitled to the following holidays:

January 1 st	Second Monday in October
Third Monday in January	November 11 th
Third Monday in February	Thanksgiving Day
Last Monday in May	Day after Thanksgiving
June 19 th	December 24 th
July 4 th	December 25 th
First Monday in September	December 31 st

B. Floating Holidays. Employees in regular positions shall be entitled to a total of eight (8) hours of floating holiday time, provided that the employee is not on unpaid leave for the entire pay period and is actively on the payroll for the pay period where the floating holiday is accrued. Eight (8) hours of floating holiday time shall be accrued during the first pay period prior to the third Monday in January.

Floating holidays accrued shall be available for use on the first day following the pay period in which they are accrued, with the approval of the Appointing Authority or designee. The Appointing Authority or designee has the right to schedule employees' time off for accrued holidays to meet the needs of the service, but with consideration given to the employee's well-being. Employees in regular positions budgeted for less than eighty (80) hours per pay period or job-shared positions shall receive floating holiday accruals on a pro-rata basis. The maximum holiday leave accrual balance that may be carried over to a future calendar year shall be 112 hours. However, the maximum holiday leave accrual balance that may be carried over into a future calendar year for an employee with a balance of more than 112 hours at the end of calendar year 2010 shall be such employee's holiday leave balance at the end of pay period 26 of calendar year 2010. Thereafter, the maximum holiday accrual balance for those employees with a balance greater than 112 hours shall be adjusted annually at the end of each calendar year and shall never be increased. Effective pay period 14 of calendar year 2022, the maximum holiday leave accrual balance will increase to 120 hours. The maximum holiday leave balance that may be carried over to a future calendar year shall be 120 hours. However, employees with a grandfathered balance of more than 120 hours shall carry over their maximum grandfathered accrual balance.

Any request for sick leave in conjunction with a fixed holiday must be supported by a doctor's certificate, if requested by the Appointing Authority or designee.

When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.

Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour-for-hour basis, up to a total of eight (8) hours of floating holiday time.

When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday, except that when the preceding Friday is also a fixed holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday except that when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.

C. Conversion of Holiday Leave to Cash.

1. Election Conversion. An employee may sell back holiday time at the base hourly rate of the employee, as hereinafter provided, upon approval of the Appointing Authority. Eligible employees may exercise this option under procedures established by the CONFIRE. In lieu of cash, the employee may designate that part or all of the value of holiday time be contributed to the County's section 401(k) Defined Contribution Plan or section 457(b) Deferred Compensation Plan.

In order to sell back holiday time prior to termination or retirement, an employee may exercise the following options:

- a. Option 1 - Future Accruals. An employee must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's holiday time accrual. Such election must be made in increments of not less than eight (8) hours and may not exceed the annual amount to be accrued for the next calendar year. Once an election is made, the employee must request that the designated number of hours actually be sold back by Pay Period 25, or 26 when applicable, of the calendar year in which the election is effective, or the hours will automatically be converted into cash in the last pay period of the calendar year.
 - b. Option 2 - Existing Accruals. Existing accruals may be cashed out in whole-hour increments with a minimum cash-out of eight (8) hours and will be subject to a ten percent (10%) penalty.
2. Automatic Conversion. At the end of the calendar year, an employee shall automatically have any holiday leave accruals in excess of the employee's maximum holiday leave accrual balance converted to cash. Such automatic holiday leave cash out shall be paid in Pay Period 1 of the next calendar year.

Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then-current base rate equivalency.

Section 7: Jury Duty Leave

Employees in regular positions who are ordered/summoned to serve jury duty, including Federal Grand Jury duty, shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. When practicable, the Appointing Authority will convert an employee's regular tour of duty to a day shift tour of duty during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty, provided there is an opportunity for at least one (1) hour of actual work time. Employees volunteering to serve on a Grand Jury duty shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury in the same manner as provided in section "Special Leaves of Absence without Pay."

Section 8: Leave Accruals While on Disability Leave

Employees receiving the benefits of workers' compensation or short-term disability leave receive partial replacement of their income through these benefits. Employees on these types of disability leave may choose to fully integrate, partially integrate, or not integrate personal leave time with these disability payments.

The maximum amount the employee receives from integrating leave time with disability payments shall not exceed 100% of the employee's base salary. Paid personal leave time coded on the employee's time and labor report will be limited to the amount of leave necessary to integrate benefits to the level designated by the employee. If the exact amount is not known, a good-faith estimate may be made, and the amount will be adjusted later as necessary. If any overpayments are made, the employee will be required to repay that amount. An employee who knowingly

receives payment in excess of his or her regular base salary is required to report it to his or her Departmental payroll clerk.

Employees who are fully integrating accrued leave time with disability benefit(s) shall be eligible to receive full accruals of vacation and sick leave. Employees who are not fully integrating shall earn pro-rated vacation and sick leave accruals based upon paid leave time coded on the time and labor report only.

Employees who are fully integrating paid leave time with disability benefit(s) will be eligible for fixed holiday pay, provided that they are on the payroll for the entire pay period and have no unapproved leave for the pay period. Employees who are partially integrating or not integrating paid leave time with disability benefits will be paid for holidays in accordance with the holiday leave provisions.

Section 9: Medical Emergency Leave

The Medical Emergency Leave policy is administered by the Employee Benefits and Services Division as follows:

- A. The employee must have regular status with CONFIRE or one (1) year of continuous service in a regular position with CONFIRE.
- B. The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation:
 - 1. Be on an approved medical leave of absence for at least thirty (30) calendar days (160 working hours) exclusive of an absence due to a work-related injury/illness;
 - 2. Submit a doctor's off-work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days (160 working hours);
 - 3. Have exhausted all useable leave balances prior to initial eligibility for Medical Emergency Leave donations – subsequent accruals will not affect eligibility; and
 - 4. Have also recorded at least forty (40) hours of sick leave without pay during the current period of disability.
- C. An employee is not eligible for Medical Emergency Leave if he or she is receiving Workers' Compensation benefits. An employee eligible for State Disability Insurance and/or Short-Term Disability must agree to integrate these benefits with Medical Emergency Leave.
- D. Vacation, holiday or administrative leave, as well as compensatory time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours (or in the case of holiday leave only four (4) hours) not to exceed a total of fifty percent (50%) of the donor's annual vacation, holiday, administrative leave or compensatory time accrual per employee. The donation may be made for a specific employee within the time frames established by CONFIRE's Human Resources Division. The employee (donee) using/coding the Medical Emergency Leave will be taxed accordingly.
- E. The donation is to be for the employee's Medical Emergency Leave only; the donation to one employee is limited to a total of one thousand forty (1,040) hours per fiscal year. The maximum of 1,040 hours shall be prorated for those scheduled less than 40 hours per week. Example: An employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave.
- F. The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee. Medical Emergency Leave is not for use to care for a member of the employee's family. Job and/or personal stress (not the result of a diagnosed mental disorder) is specifically excluded from the receipt by the employee of Medical Emergency Leave. A statement

from the employee's treating physician, subject to review by CONFIRE's medical evaluator or medical designee, is required. CONFIRE retains the right to request medical documentation regarding the employee's continued incapacity to return to work. An employee shall be eligible to utilize and receive Medical Emergency Leave during the period they are on the approved long-term leave of absence.

- G. The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies (e.g., MPS, DPS, Opt-out, and Waive amounts) per the minimum paid hours (i.e., paid status) per pay period requirement of the Medical and Dental Subsidy Section, or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee.
- H. An employee using/coding leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, annual leave, sick leave, or retirement credit.
- I. Medical Emergency Leave hours will count toward the accountable hours used to determine holiday leave eligibility.
- J. Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive of both instances of overtime, differentials, and the like, as the singular purpose of this program is to provide financial assistance.
- K. Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals to be utilized as follows:
 - 1. Employees who resign while on Medical Emergency leave (i.e., an approved leave of absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee) shall be paid at one-hundred percent (100%) of their base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at time of resignation in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector. In the case of employees who die while on Medical Emergency Leave, the beneficiary designated on the Beneficiary Designation For Last Will form on file with ATC shall be paid at one hundred percent (100%) of the deceased employee's base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at the time of employee's death in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector. Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s), in accordance with procedures established by CONFIRE.
 - 2. An employee on Medical Emergency Leave who has received the approval of his/her physician and CONFIRE's medical evaluator to return to full-time work shall be eligible to retain up to 176 hours of unused Medical Emergency Leave. Such hours shall only be used for the same purpose and in the same manner as Sick Leave and in accordance with the applicable Sick Leave Section; however, such hours shall not be eligible for conversion (e.g., cash out). Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s) in accordance with procedures established by CONFIRE.
 - 3. An employee on Medical Emergency Leave who has received the approval of his/her physician and CONFIRE's medical evaluator to return to work on a part-time basis (less than the employee's normally scheduled hours of work per pay period) may code Medical Emergency Leave for those hours the employee was restricted from working pursuant to a physician's order. The combined total of work time and Medical Emergency Leave coded may not exceed each pay period the lesser of eighty (80) hours or the employee's normally scheduled hours of work. However, should the employee accrue sick leave, the employee is required to use those accruals before utilizing Medical Emergency Leave hours (i.e., Medical Emergency Leave hours may not be used in place of other available leave accruals). For example, an employee who has returned to work on a part-time basis and has a balance of 10 hours of sick leave shall be required to

use those sick leave hours before using Medical Emergency Leave hours. However, the employee may use any Medical Emergency Leave hours after exhausting accrued sick leave.

- L. The donation shall be administered on a specific basis, where so designated, with instances charged to the Medical Emergency Leave donation for the actual administrative costs.
- M. Solicitation of donors shall be regulated by CONFIRE's Human Resources Division; names of donors are to be confidential, and the privacy rights of the donee upheld per legal requirements.
- N. All donors and donees shall sign release forms designed, retained, and executed by the Employee Benefits and Services Division.

Section 10: Military Leave

As provided in the California Military and Veterans Code Section 395 et seq., and any amendment thereto, and the federal Uniformed Services Employment and Reemployment Rights Act of 1994, a CONFIRE employee, regular, extra-help, or recurrent may be entitled to the following rights concerning military leave:

- A. Definition. Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.
- B. Notice and Orders. All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, a copy of military orders must accompany the request for leave.
- C. Temporary Active Duty. Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training, provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances, and benefits that would have been enjoyed had the employee not been absent, provided such employee has been employed by CONFIRE for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation, pursuant to Subsection (E) of this Section.
- D. Full-Time Active-Duty employees who resign from their positions to serve in the Armed Forces for more than one hundred eighty (180) days shall have the right to return to their former classification upon serving written notice to the Appointing Authority, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.

Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

The right to return to former classification shall include the right to be restored to such civil service status as the employee would have if the employee had not so resigned; and no other person shall acquire civil service status in the same position so as to deprive such employee of this right to restoration.

Eligible employees are also entitled to the reemployment and benefit rights as further described in the

Uniformed Services and Employment and Reemployment Rights Act, 38 U.S.C. Sections 4301-4333. Specifically, a returning employee will receive restoration of original hire, salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate, and retirement system contributions (provided the employee complies with any requirements established by the Retirement Board). However, such employee will not have accrued vacation, sick leave, or other benefits while absent from CONFIRE employment, except as provided in the Temporary Duty provision.

- E. Compensation. This provision does not include an employee's attendance at weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in (C) and (D) shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.
- F. Extension of Benefits. CONFIRE recognizes the increased requirements of the military due to the current threats facing the United States of America and, as such, has established a program under which employees may be eligible for an extension of benefits. Employees who are called to active duty as a result of the activation of military reservists beginning in September 2001 and who are eligible to receive the thirty (30) calendar days military leave compensation, and are on an involuntary order as defined by Enclosure 4 of the Department of Defense Instruction 1215.06, shall receive the difference between their base CONFIRE salary and their military salary starting on the 31st calendar day of military leave. The salary difference shall continue for the period approved by the Board of Directors. During this period, CONFIRE will continue to provide the employee with the benefits, and all leave accruals as were provided prior to such active duty. Retirement system contributions and service credit will be granted if the employee has enough pay to cover the entire retirement system contribution. If the employee does not receive enough pay to cover the retirement system contribution, no contribution or credit will be given. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

If the employee becomes eligible for full CONFIRE payment for the first 30 days of military leave provided in (E) of this Article, the extended payments provided under this Subsection shall be suspended and shall be continued after the 30-day compensation has been completed.

- G. Vacation and Military Leave. Employees shall not be permitted to take vacation or other accrued leave in lieu of the military leave provisions provided in Subsection (C) of this Section. Employees may elect to use accrued leave time, except sick leave, in lieu of the integrated pay in Subsection (F) of this Section under the following conditions:
1. The employee must decline in writing the benefits of Subsection (F) of this Article prior to the due date of the Time and Labor Report (TLR). The employee must include the dates for which he/she is declining the benefit.
 2. The employee must use accrued leave time for the entire pay period (i.e., CONFIRE pay will not be integrated with military pay for partial pay periods).
 3. Such written declination cannot be revoked or amended at a later date for a pay period for which the TLR has already been submitted.

4. Benefits, leave accruals, and pay will be administered per normal procedures for vacation pay; no additional benefits otherwise granted under this Section will be available.

Employees may elect to use accrued leave time, except sick leave, once all paid benefits have been exhausted.

Section 11: Political Leave

Any employee who is a declared candidate for public office (i.e., a candidate who has filed the appropriate documents) shall have the right to a leave of absence without pay, with or without the right to return for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay under Section 13 of this Article.

Section 12: Sick Leave

A. Definition. Sick Leave with pay is an insurance or protection provided by CONFIRE to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease, for a medical, optical, dental appointment, or for certain purposes related to being a victim of domestic violence, sexual assault, or stalking, or other purpose authorized herein.

1. Family Member. Family member, as defined by Labor Code § 245.5, is a parent, child, spouse, registered domestic partner, grandparent, grandchild, sibling, or any person designated by the employee at the time the employee requests paid sick days. An employee shall not identify more than one “designated person” as a family member in a 12-month period from the first date of designation. A child means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis. Parent means a biological, foster, or adoptive parent, a stepparent, legal guardian of the employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child of the employee or the employee’s spouse or registered domestic partner. Domestic Partner is defined by Family Code § 297.

2. Extended Family. An extended family is defined as parent/sibling-in-law, aunt, uncle, niece, nephew, or any step relations as defined herein.

B. Accumulation. Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of 3.69 hours per pay period. Earned sick leave shall be available for use on the first day following the payroll period in which it is earned. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on a pro rata basis. There shall be no limit on sick leave accumulation.

The minimum charge against accumulated sick leave shall be fifteen (15) minutes. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on a pro-rata basis; provided, however, that there shall be no proration of the maximum accumulations.

C. Compensation. Approved sick leave with pay shall be compensated at the employee’s base rate of pay. The minimum charge against accumulated sick leave shall be (15) minutes.

D. Administration

1. Investigation. It shall be the responsibility and duty of each Appointing Authority to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the CONFIRE’s Director of Human Resources or designee.

2. Notice of Sickness. In twenty-four (24) hour departments, the Appointing Authority or designee should be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence and must be notified at least one (1) hour prior to the start of the employee's scheduled tour of duty. In other departments, the Appointing Authority or designee must be notified within one-half (1/2) hour after the start of the employee's scheduled tour of duty of a sickness on the first day of absence.

It is the responsibility of the employee to keep the Appointing Authority informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification may result in the denial of sick leave with pay.

If the employee receives a doctor's off-work order and provides notice of the same to the Appointing Authority, the employee is not required to contact the department daily. If the employee does not have an off-work order or has not notified the Appointing Authority that one has been issued, the employee shall be required to contact the department daily in accordance with the time-frame above.

- E. Review. The CONFIRE's Director of Human Resources or designee may review and determine the justification of any request for sick leave with pay or without pay and may, in the interest of CONFIRE, require information from a doctor to support a claim for sick leave pay.
- F. Proof. A doctor's certificate shall be provided by the employee in all cases of absence due to illness if requested by the Appointing Authority. All requests for proof of illness shall be made in compliance with the Labor Code and other laws.
- G. Improper Use. Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indisposition, instances of misrepresentation, or violation of the rules defined herein will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action, including termination.
- H. Sick Leave for Other than Personal Illness/Injury

1. Family Sick Leave. A maximum of one-half (1/2) of the employee's annual accrual of earned sick leave per calendar year may be used for attendance upon family members of the employee who require the attention of the employee.

Upon approval of the Appointing Authority, the employee may use part of this annual allowance for attendance upon members of the employee's extended family residing in the employee's household who require the attention of the employee.

2. Bereavement. A maximum of three days earned sick leave may be used per occurrence for bereavement due to the death of an employee's family member as defined in section 12.A.1, except for a person "designated" by the employee for sick leave purposes, and for any member of the employee's extended family as defined in section 12.A.2, as defined herein, or any relative who resided with the employee.
3. Birth/Adoption. A maximum of forty (40) hours of earned sick leave may be used per occurrence for the arrival of an adoptive child at the employee's home. An employee may utilize on an annual basis no more than forty (40) hours of accumulated sick leave per calendar year for the birth of his/her child.
4. Medical, optical or dental appointments. The employee may use sick leave for medical, dental or optical appointments; however, every effort should be made to schedule the appointments at a time of day that will minimize the employee's time off work.

I. Return-to-Work Medical Clearance

Under any of the following circumstances, all employees who have been off work due to an illness or injury will

report to CONFIRE's medical evaluator before returning to work.

1. Employees whose treating physician or other qualified medical provider has ordered job modification(s) as a condition for either continuing to work or for returning to work after an illness or injury. This applies both to occupational and non-occupational illness or injury.
2. Employees who have been off work due to communicable diseases, such as, but not limited to, chicken pox and measles.
3. Employees who have been absent on account of a serious medical condition, when so directed by the Appointing Authority.

Employees are required to attend return-to-work medical appointments at CONFIRE's medical evaluator on their own time; however, mileage for attending such appointments is eligible for reimbursement pursuant to the Expense Reimbursement provision.

It is the employee's responsibility to obtain written notice from the medical provider of authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, CONFIRE shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to his or her Appointing Authority immediately upon receipt of the medical provider's authorization to return to work, and no later than 24 hours after receipt of the notice. The Appointing Authority or designee will schedule an appropriate medical evaluation for the employee with CONFIRE's medical evaluator prior to the employee's return to work. The employee shall provide the medical provider's written notice of authorization to return to work to the medical evaluator at or prior to the employee's scheduled appointment time.

Exceptions to the above requirements may be made on a case-by-case basis by CONFIRE's medical evaluator or medical designee.

The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay caused by either the medical evaluator or CONFIRE that, in turn, results in a delay between the employee's appointment with the medical evaluator and the start of his or her scheduled tour of duty on the day that he or she was released to return to work, CONFIRE will pay for work hours missed, without charge to the employee's leave balances.

The final decision on the employee's ability to return to work rests with the medical provider or the medical evaluator. In the event the employee is not released to return to work by the medical provider or the medical evaluator, the employee's status would continue on sick leave or, where there is no balance, leave without pay.

J. Workers' Compensation

Employees shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Workers' Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee. Employees eligible for salary continuation pursuant to Labor Code 4850 are not entitled to this paid time.

Employees covered by Section 4850 of the Labor Code who are injured in the line of duty are entitled to full salary in lieu of Workers' Compensation benefits and sick leave for a period not to exceed one (1) year. After the employee has used one (1) full year of such "4850 time," said employee may use accumulated sick leave with pay with the approval of the Appointing Authority to augment temporary disability payments if said

employee is still temporarily disabled by order of an accepted physician under the Workers' Compensation sections or until said employee is retired.

- K. Separation. Unused sick leave shall not be payable upon separation of the employee, except as provided in the Section Retirement Medical Trust Fund.
- L. Sick Leave Conversion. While employed by CONFIRE, employees who have contributed to a public sector retirement(s) for over five (5) years and have not withdrawn the contribution from the system(s) may exchange accrued sick leave hours in excess of two hundred (200) hours for Vacation Leave or Paid Time Off (PTO) hours on the following basis.

Sick Leave Balance at Time of Conversion	Sick Leave to Vacation Leave Conversion Ratio
201 to 599 hours	3 sick hours to 1 hour vacation
600 to 799 hours	2.5 sick hours to 1 hour vacation
800 or more hours	2 sick hours to 1 hour vacation

Any such exchange must be made in ten (10) hour increments of accrued sick leave under the procedures established by the CONFIRE's Director of Human Resources. Employees may elect this exchange once per calendar year.

Section 13: Special Leaves of Absence Without Pay

A. General Provisions

A special leave of absence without pay may be granted to an employee who is:

1. Medically incapacitated to perform the duties of the position.
2. Desires to engage in a relevant course of study, which will enhance the employee's value to CONFIRE.
3. Takes a leave of absence pursuant to the federal Family Medical Leave Act, the California Family Rights Act, and/or provision under the Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave Act.
4. For any reason considered appropriate by the Appointing Authority and the CONFIRE's Director of Human Resources or designee.

B. Type of Leave of Absences

There are four types of leaves of absence. All requests must be in writing and require the approval of the Appointing Authority or designee and CONFIRE's Director of Human Resources or designee. Upon request, the Appointing Authority or designee and the CONFIRE's Director of Human Resources or designee may grant successive leaves of absence.

1. Leave of absence with right to return. Leaves of absence with the right to return may be granted to employees in regular positions for a period not exceeding one (1) year. The employee remains in his/her position.
2. Family Leave. Leaves of absence will be granted in accordance with the federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and/or Pregnancy Disability Leave (PDL) provision under the Fair Employment and Housing Act (FEHA). This leave can be concurrent with the use of paid leave or leave of absence without pay, with the right to return.

An employee on an approved leave of absence without pay under this provision will continue to receive the benefits specified in the Medical and Dental Subsidy Section of this Compensation Plan. Certification from a health care provider is required for all instances of medical leave under this provision. Employees are

required to inform supervisors of the need for leave at least 30 days before commencement, where possible.

3. Leave of absence without right to return.

- a. Definition. Leaves of absence without right to return may be granted to employees with regular status for a period not exceeding one (1) year. Employees without the right to return shall be removed from their position. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase benefits pursuant to the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).
- b. Benefits upon Rehire. An employee who is reemployed within 90 days after the expiration of the leave of absence without right to return shall retain the following benefits:
 - Hire date;
 - Hire date for purposes of leave accruals and step advances, except that the employee will not receive service credit for the period of time the employee is on leave of absence without the right to return.

To be reemployed and retain the above benefits, the employee must be appointed to a position no later than 90 calendar days after the date of expiration of the leave of absence. The 90 days shall run concurrently with the first 90 days of the three-hundred sixty-five (365) day period provided in the Section on Reemployment.

- c. Rehire Process. An employee may be reemployed in the same CONFIRE classification from which the employee took the leave of absence with the approval of the Appointing Authority or designee. Alternatively, the employee must apply through Human Resources by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the requalification provisions in the Personnel Rules for Board-Governed Special Districts/Fire District. The employee shall be required to serve a new probationary period. The CONFIRE's Director of Human Resources or designee has the discretion to waive the requirement to serve a new probationary period.

4. Medical Leave of Absence.

- a. Definition. A medical leave of absence up to one (1) year may be granted to employees with regular status who suffer from an illness or serious mental illness. Such leave of absence will only be granted after the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and/or Pregnancy Disability Leave (PDL) provisions of the Fair Employment and Housing Act (FEHA) have been exhausted. The employee is responsible for providing documentation from a qualified health practitioner prior to approval. CONFIRE retains the right to request medical documentation regarding the employee's continued incapacity to return to work.

The employee will be removed from his/her position so that CONFIRE may fill the position behind the employee. Retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase benefits pursuant to the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the Division from which he/she

took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If the employee does not return to work by the expiration date of the leave, or the soonest date after that for which CONFIRE has a vacancy (but in no event later than ninety (90) days following the expiration of the medical leave of absence), the employee relinquishes the right to return. The employee will serve a new probationary period with no right to return to their former classification.

Section 14: Vacation Leave

- A. Definition. Vacation is a right earned as a condition of employment to a leave of absence with pay for the recreation and well-being of the employee. If an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon the employee's special request and with the approval of the Appointing Authority.
- B. Accumulation. Employees in regular positions scheduled to work eighty (80) hours per pay period shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has worked six (6) pay periods from the employee's hire date. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive vacation leave accumulation on a pro-rata basis.

Length of Service from Hire Date	Annual Vacation Allowance
Hire Date through 8,320 service hours	80 Hours
Over 8,320 and through 18,720 service hours	120 Hours
Over 18,720 service hours	160 Hours

The maximum vacation leave accrual balance that may be carried over to a future calendar year shall be 480 hours. However, the maximum vacation accrual balance that may be carried over into a future calendar year for an employee with a balance of more than 480 hours at the end of calendar year 2010 shall be such employee's vacation leave balance at the end of pay period 26 of calendar year 2010. Thereafter, the maximum vacation accrual balance for those employees with a balance greater than 480 hours shall be adjusted annually at the end of each calendar year and shall never be increased.

C. Administration

1. Vacation periods should be taken annually with the approval of a CONFIRE supervisor/manager at such time as will not impair the work schedule or efficiency of CONFIRE, but with consideration given to the well-being of the employee.
 2. The minimum charge against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Plan.
 3. When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.
 4. Employees not planning to return to CONFIRE employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation and shall not be carried on the payroll. Retiring employees may elect to use vacation leave or be compensated in a lump sum payment for accrued vacation leave.
- D. Prior Service. New employees hired into CONFIRE in regular positions who have been employed by the private sector or a public jurisdiction in a comparable position or a position that has prepared such employees for an assignment to a position in the Exempt Group may receive credit for such previous experience in the former agency(s) in determining their vacation accrual rate. Such determination as to the comparability of previous experience and amount of credit to be granted rests solely with the CONFIRE's Director of Human Resources

or designee. Requests for prior service credit should be made at the time of hire or as soon as possible thereafter, but in no event later than one (1) year from the employee's hire date.

E. Conversion of Vacation Leave.

1. Elective Conversion. An employee may sell back vacation time at the base hourly rate of pay of the employee, as hereinafter provided, upon approval of the CONFIRE Appointing Authority. Eligible employees may exercise this option under procedures established by the CONFIRE. In lieu of cash, the employee may designate that part or all of the value of vacation leave be contributed to the County's section 401(k) Defined Contribution Plan or section 457(b) Deferred Compensation Plan.

In order to sell back vacation time prior to termination or retirement, an employee may exercise the following options:

- a. Option 1 – Elective Cash out of Future Accruals. Employees must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's vacation leave accrual. Such an election must be made in increments of not less than ten (10) hours and may not exceed one hundred sixty (160) hours. All designated hours remaining in the last pay period of the calendar year will automatically be converted into cash in the last pay period of the calendar year.
 - b. Option 2 – Existing Accruals. Existing accruals may be cashed out in whole-hour increments with a minimum cash-out of ten (10) hours and will be subject to a ten percent (10%) penalty.
2. Automatic Conversion. At the end of the calendar year, an employee shall automatically have any vacation leave accruals in excess of the employee's maximum vacation leave accrual balance converted to cash. Such automatic vacation leave cash-out shall be paid in Pay Period 1 of the next calendar year.

At termination of employment, all existing vacation leave accruals shall be converted to cash and paid to the employee.

Section 15: Witness Leave

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen outside of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to CONFIRE. If an employee is required to testify as a witness during hours the employee is not scheduled to work (e.g., it is the employee's normal day off, the employee is off work pursuant to FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Witness Leave during those hours.

ARTICLE 8: TUITION REIMBURSEMENT AND MEMBERSHIP DUES

CONFIRE shall establish an individual, departmental fund in the amount of \$1,000 for each fiscal year for each regular employee to reimburse employees for tuition costs incurred for job-related education or career development or to reimburse membership dues in professional organization(s), providing each expenditure enhances furtherance of CONFIRE or continuing education goals. Requests for reimbursement must be approved in advance by the Appointing Authority and shall not be paid in increments of less than \$10.00 per fiscal year. The individual department fund is in addition to the department budgeted and mandated training and memberships.

Employees who successfully complete job-related education or courses may submit a request to be reimbursed beyond the limit of \$1,000 to their Appointing Authority for review. The Appointing Authority must then request and receive approval from CONFIRE's Executive Director to reimburse beyond the limit of \$1,000 per fiscal year per employee. In order to be eligible for tuition reimbursement under this provision, the employee must take such coursework outside regular work hours and shall do no productive work for CONFIRE while attending the courses.

No employee shall receive tuition reimbursement in excess of the limitation determined by the Internal Revenue Service. Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing a course.

If reimbursement is approved and paid to the employee, and the employee leaves	Reimbursement
Within 9 months	100%
After 9 months, until 18 months	50%
After 18 months, until 24 months	25%
After 24 months	0%

Benefits under this Tuition Reimbursement and Membership Dues Article shall be prorated for job share and part-time employees.

ARTICLE 9: VOLUNTARY TIME OFF

The Voluntary Time Off (VTO) Program is intended to provide Exempt employees a means of taking unpaid time off work (i.e., non-compensated), without losing benefits (e.g., Medical Premium Subsidy, Dental Premium Subsidy, Opt-out/Waive amount, Vision Care, Retirement Medical Trust employer contribution, and Life Insurance) which depend on the employee being in a paid status. The following conditions apply:

- A. VTO may be taken in the same manner as vacation time except that VTO must be used in one-hour increments and is limited to 80 hours per calendar year.
- B. When VTO is taken, leave accruals continue as if the employee were on paid time. VTO time counts toward satisfying the minimum hour requirement to receive benefits, such as Medical Premium Subsidy, Dental Premium Subsidy, Opt-out/Waive amount, CONFIRE-paid Life Insurance, and CONFIRE-paid Vision Care.
- C. VTO does not count as hours worked for purposes of computing overtime, if applicable. Contributions to the retirement system under the Retirement System Contributions section will only be paid if the employee is in a paid status in any pay period in which VTO is used and the employee receives enough earnings to pay his/her retirement contribution in that pay period.

Pursuant to applicable law, Tier 1 system members are eligible for full service credit for the pay period in which VTO is used, and the employer contribution would be based on the employees' normal compensation earnable.

Pursuant to applicable law, Tier 2 members are eligible for a reduced service credit amount for the pay period in which VTO was used, and the employer contribution would be based on the employees' actual earnings for that pay period.

- D. VTO may not be used for situations that would otherwise require leave without pay, such as an employee on short-term disability, or in conjunction with leave without pay.
- E. VTO is an entirely voluntary program. No employee may be required to take VTO.
- F. VTO may be taken by request of the employee and upon approval of the appointing authority.

ARTICLE 10: DEFINITIONS

The following definitions apply to the terms used in the Plan unless another definition is specified.

Appointing Authority – Refers to the department head of CONFIRE. It also includes any person who is designated as acting department head, employees acting for the department head during the absence of the department head, and/or employees delegated all authority to act on behalf of the appointing authority on a regular basis.

Base Rate of Pay or Base Hourly Rate – The employee's base hourly wage, excluding differentials and other pay above the base hourly wage (See Appendix B).

Base Biweekly Salary or Biweekly Base Salary – Employee's base hourly rate, excluding any differentials or other pay above the base hourly rate, multiplied by the base hours paid (e.g., REG, SCK, VAC, etc.) each pay period. Base hours paid do not include time without pay or disability payments, such as Short-Term Disability or workers' compensation.

Calendar Year – Refers to pay period 1 through 26, or 27 when applicable, of the same year.

Date of Hire or Hire Date – Refers to the effective date of the most recent date of hire in a regular position.

Director of Human Resources – Refers to the incumbent in the Director of Human Resources position. It also includes any person who has been designated as acting Director of Human Resources, employees acting for the Director during the absence of the Director of Human Resources, and/or employees delegated authority approval on a regular basis by the Director of Human Resources.

Fiscal Year – Ordinarily refers to pay period 15 of one year through pay period 14 of the following year.

Paid Hours – Shall mean hours actually worked or the use of accrued leave time, such as vacation, paid time off (PTO), sick, holiday, or compensatory time. It does not include unpaid hours or disability payments (excluding Labor Code 4850 time), such as Short-Term Disability or workers' compensation.

Paid Status – Refers to any pay period in which an employee codes paid hours.

Regular Position – Refers to a position authorized by the Board of Directors that may be budgeted at either a full-time or part-time level and may be in either the Classified or Unclassified Service. Regular positions do not include recurrent, extra-help, ordinance, contract, and other contingent positions.

Regular Status - Refers to the completion of a required probationary and/or trainee period in a regular classified position in the employee's current or prior position, as applicable.

Service Hours – Refers to paid hours from an employee's most recent date of hire in a regular position and during an employee's regular tour of duty, up to eighty (80) hours per pay period. Time without pay, disability payments (excluding Labor Code 4850 time), Medical Emergency Leave, and overtime hours do not count as service hours.

CONFIRE or Continuous Service – Refers to the total length of service from an employee's most recent beginning (hire) date in a regular position with no separation from CONFIRE employment.

ARTICLE 11: PAYROLL ADJUSTMENTS

In situations involving overpayment to an employee by CONFIRE, said employee shall be obliged to repay by payroll recovery the amount of overpayment within the time frame in which the overpayment was received by the employee. In the event of an overpayment totaling twenty-five dollars (\$25.00) or less, the overpayment will be recovered in one (1) pay period. The Auditor-Controller/Treasurer/Tax Collector's Office or Human Resources Division shall provide documentation showing the calculations of the overpayment to the employee. A meeting may be requested by the employee with the CONFIRE payroll section to review the documentation and recovery schedule. Extensions

to the period for repayment of the overage may be requested by the employee, subject to the approval of the Human Resources Division. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half times as long as the overpayment period. If the employee leaves employment prior to repayment of the overage, the Auditor-Controller/Treasurer/Tax Collector's Office shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the Auditor-Controller/Treasurer/Tax Collector shall initiate the collections process against the employee.

In situations involving underpayment to an employee by CONFIRE, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation to the Auditor-Controller/Treasurer/Tax Collector's Office, including necessary approval of the Appointing Authority/CONFIRE's Human Resources Director or designee.

In those situations where the employee has been underpaid by seven and one-half percent (7½ %) or more of their base pay in the immediately preceding pay period, through no fault of their own, the employee may request an on-demand payment to correct the error. The CONFIRE payroll section shall complete the request for on-demand pay adjustment and forward it and any necessary approval of the Appointing Authority to the Auditor-Controller/Treasurer/Tax Collector's Office within one (1) working day of receipt of the employee's request. The Auditor-Controller/Treasurer/Tax Collector's Office shall pay the employee the amount due within two (2) working days of receipt of the on-demand pay from the department. For this section, base pay shall be determined by multiplying the employee's base rate of pay by the number of hours in their usual work schedule.

The CONFIRE's Human Resources Director or designee must authorize payroll adjustments to correct any payroll error or omission for instances arising more than thirteen (13) pay periods prior to the request for payroll adjustment.

APPENDIX A: SALARY AND BENEFIT GROUPS

Job Code	Classification	Benefit Group	Salary Range
44799	Administrative Assistant	D	E28D
60005	Clerk of the Board	C	E56C
40000	Communications Director	B	E66B
60017	Contracts and Grants Manager	C	E55C
	Cultural Officer	C	E55C
60001	Deputy Executive Director	B	E76B
60020	Emergency Communications Center Chief	C	E61C
26896	ECNS Manager	C	E55C
	ECNS Director	B	E66B
60021	EMS and Transport Director	B	E66B
60019	EMS Training Manager	C	E55C
60006	Executive Assistant	D	E43D
60000	Executive Director	B	E85B
60002	Finance Administration Director	B	E72B
60003	Finance Manager	C	E55C
60022	Health and Wellness Director	B	E66B
60007	HR Generalist	D	E43D
	Human Resources Manager	C	E70C
60018	Logistics Manager	C	E55C
46404	Management Analyst	D	E49D
60004	MIS Director	B	E66B
40219	MIS Manager	D	E59D
60014	Public Information Officer	B	E66B
60016	Risk Manager	C	E55C

Consolidated Fire Agencies

Exempt Employee Compensation Plan Salary Tables - Effective 2/21/2026

Item 9.

Ranges Eff. 02/21/2026		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
E28D	Hourly	28.29	29.00	29.62	30.37	31.07	31.82	32.55	33.33	34.11	34.94	35.76	36.64	37.52	38.41	39.38	40.36		
	Approx Bi-	2,263.20	2,320.00	2,369.60	2,429.60	2,485.60	2,545.60	2,604.00	2,666.40	2,728.80	2,795.20	2,860.80	2,931.20	3,001.60	3,072.80	3,150.40	3,228.80		
	Approx.	4,903.60	5,026.67	5,134.13	5,264.13	5,385.47	5,515.47	5,642.00	5,777.20	5,912.40	6,056.27	6,198.40	6,350.93	6,503.47	6,657.73	6,825.87	6,995.73		
	Annual	58,843.20	60,320.00	61,609.60	63,169.60	64,625.60	66,185.60	67,704.00	69,326.40	70,948.80	72,675.20	74,380.80	76,211.20	78,041.60	79,892.80	81,910.40	83,948.80		
E43D	Hourly	40.26	41.24	42.21	43.24	44.29	45.36	46.44	47.55	48.70	49.89	51.11	52.34	53.62	54.90	56.30	57.69		
	Approx Bi-	3,220.80	3,299.20	3,376.80	3,459.20	3,543.20	3,628.80	3,715.20	3,804.00	3,896.00	3,991.20	4,088.80	4,187.20	4,289.60	4,392.00	4,504.00	4,615.20		
	Approx.	6,978.40	7,148.27	7,316.40	7,494.93	7,676.93	7,862.40	8,049.60	8,242.00	8,441.33	8,647.60	8,859.07	9,072.27	9,294.13	9,516.00	9,758.67	9,999.60		
	Annual	83,740.80	85,779.20	87,796.80	89,939.20	92,123.20	94,348.80	96,595.20	98,904.00	101,296.00	103,771.20	106,308.80	108,867.20	111,529.60	114,192.00	117,104.00	119,995.20		
E49D	Hourly	46.44	47.55	48.70	49.89	51.11	52.34	53.62	54.90	56.24	57.59	59.01	60.45	61.92	63.43	65.00	66.63		
	Approx Bi-	3,715.20	3,804.00	3,896.00	3,991.20	4,088.80	4,187.20	4,289.60	4,392.00	4,499.20	4,607.20	4,720.80	4,836.00	4,953.60	5,074.40	5,200.00	5,330.40		
	Approx.	8,049.60	8,242.00	8,441.33	8,647.60	8,859.07	9,072.27	9,294.13	9,516.00	9,748.27	9,982.27	10,228.40	10,478.00	10,732.80	10,994.53	11,266.67	11,549.20		
	Annual	96,595.20	98,904.00	101,296.00	103,771.20	106,308.80	108,867.20	111,529.60	114,192.00	116,979.20	119,787.20	122,740.80	125,736.00	128,793.60	131,934.40	135,200.00	138,590.40		
E55C	Hourly	54.59	55.88	57.24	58.58	59.96	61.40	62.87	64.38	65.93	67.52	69.15	70.81	72.53	74.28	76.13	78.03		
	Approx Bi-	4,367.20	4,470.40	4,579.20	4,686.40	4,796.80	4,912.00	5,029.60	5,150.40	5,274.40	5,401.60	5,532.00	5,664.80	5,802.40	5,942.40	6,090.40	6,242.40		
	Approx.	9,462.27	9,685.87	9,921.60	10,153.87	10,393.07	10,642.67	10,897.47	11,159.20	11,427.87	11,703.47	11,986.00	12,273.73	12,571.87	12,875.20	13,195.87	13,525.20		
	Annual	113,547.20	116,230.40	119,059.20	121,846.40	124,716.80	127,712.00	130,769.60	133,910.40	137,134.40	140,441.60	143,832.00	147,284.80	150,862.40	154,502.40	158,350.40	162,302.40		
E56C	Hourly	55.86	57.21	58.58	59.96	61.40	62.87	64.38	65.93	67.52	69.15	70.81	72.53	74.28	76.06	77.97	79.92		
	Approx Bi-	4,468.80	4,576.80	4,686.40	4,796.80	4,912.00	5,029.60	5,150.40	5,274.40	5,401.60	5,532.00	5,664.80	5,802.40	5,942.40	6,084.80	6,237.60	6,393.60		
	Approx.	9,682.40	9,916.40	10,153.87	10,393.07	10,642.67	10,897.47	11,159.20	11,427.87	11,703.47	11,986.00	12,273.73	12,571.87	12,875.20	13,183.73	13,514.80	13,852.80		
	Annual	116,188.80	118,996.80	121,846.40	124,716.80	127,712.00	130,769.60	133,910.40	137,134.40	140,441.60	143,832.00	147,284.80	150,862.40	154,502.40	158,204.80	162,177.60	166,233.60		
E59D	Hourly	59.01	60.45	61.92	63.43	64.96	66.56	68.16	69.83	71.56	73.32	75.09	76.93	78.81	80.76	82.78	84.85		
	Approx Bi-	4,720.80	4,836.00	4,953.60	5,074.40	5,196.80	5,324.80	5,452.80	5,586.40	5,724.80	5,865.60	6,007.20	6,154.40	6,304.80	6,460.80	6,622.40	6,788.00		
	Approx.	10,228.40	10,478.00	10,732.80	10,994.53	11,259.73	11,537.07	11,814.40	12,103.87	12,403.73	12,708.80	13,015.60	13,334.53	13,660.40	13,998.40	14,348.53	14,707.33		
	Annual	122,740.80	125,736.00	128,793.60	131,934.40	135,116.80	138,444.80	141,772.80	145,246.40	148,844.80	152,505.60	156,187.20	160,014.40	163,924.80	167,980.80	172,182.40	176,488.00		
E61C 40 Hr	Hourly	62.87	64.38	65.93	67.52	69.15	70.81	72.53	74.28	76.06	77.90	79.78	81.74	83.68	85.71	87.85	90.05		
	Approx Bi-	5,029.60	5,150.40	5,274.40	5,401.60	5,532.00	5,664.80	5,802.40	5,942.40	6,084.80	6,232.00	6,382.40	6,539.20	6,694.40	6,856.80	7,028.00	7,204.00		
	Approx.	10,897.47	11,159.20	11,427.87	11,703.47	11,986.00	12,273.73	12,571.87	12,875.20	13,183.73	13,502.67	13,828.53	14,168.27	14,504.53	14,856.40	15,227.33	15,608.67		
	Annual	130,769.60	133,910.40	137,134.40	140,441.60	143,832.00	147,284.80	150,862.40	154,502.40	158,204.80	162,032.00	165,942.40	170,019.20	174,054.40	178,276.80	182,728.00	187,304.00		
E61C 56 Hr	Hourly	44.91	45.99	47.09	48.23	49.39	50.58	51.81	53.06	54.33	55.64	56.99	58.39	59.77	61.22	62.75	64.32		
	Approx Bi-	5,029.60	5,150.40	5,274.40	5,401.60	5,532.00	5,664.80	5,802.40	5,942.40	6,084.80	6,232.00	6,382.40	6,539.20	6,694.40	6,856.80	7,028.00	7,204.00		
	Approx.	10,897.47	11,159.20	11,427.87	11,703.47	11,986.00	12,273.73	12,571.87	12,875.20	13,183.73	13,502.67	13,828.53	14,168.27	14,504.53	14,856.40	15,227.33	15,608.67		
	Annual	130,769.60	133,910.40	137,134.40	140,441.60	143,832.00	147,284.80	150,862.40	154,502.40	158,204.80	162,032.00	165,942.40	170,019.20	174,054.40	178,276.80	182,728.00	187,304.00		
E66B	Hourly	-	-	77.28	79.06	80.89	82.80	84.74	86.69	88.70	90.79	92.92	95.14	97.37	99.64	102.14	104.70	107.30	110.00
	Approx Bi-	-	-	6,182.40	6,324.80	6,471.20	6,624.00	6,779.20	6,935.20	7,096.00	7,263.20	7,433.60	7,611.20	7,789.60	7,971.20	8,171.20	8,376.00	8,584.00	8,800.00
	Approx.	-	-	13,395.20	13,703.73	14,020.93	14,352.00	14,688.27	15,026.27	15,374.67	15,736.93	16,106.13	16,490.93	16,877.47	17,270.93	17,704.27	18,148.00	18,598.67	19,066.67
	Annual	-	-	160,742.40	164,444.80	168,251.20	172,224.00	176,259.20	180,315.20	184,496.00	188,843.20	193,273.60	197,891.20	202,529.60	207,251.20	212,451.20	217,776.00	223,184.00	228,800.00
E70C	Hourly	77.90	79.78	81.74	83.68	85.71	87.79	89.91	92.14	94.36	96.66	99.01	101.39	103.88	106.42	109.10	111.82		
	Approx Bi-	6,232.00	6,382.40	6,539.20	6,694.40	6,856.80	7,023.20	7,192.80	7,371.20	7,548.80	7,732.80	7,920.80	8,111.20	8,310.40	8,513.60	8,728.00	8,945.60		
	Approx.	13,502.67	13,828.53	14,168.27	14,504.53	14,856.40	15,216.93	15,584.40	15,970.93	16,355.73	16,754.40	17,161.73	17,574.27	18,005.87	18,446.13	18,910.67	19,382.13		
	Annual	162,032.00	165,942.40	170,019.20	174,054.40	178,276.80	182,603.20	187,012.80	191,515.20	196,268.80	201,052.80	205,940.80	210,891.20	216,070.40	221,353.60	226,928.00	232,585.60		
E72B	Hourly	84.72	86.69	88.70	90.79	92.92	95.14	97.37	99.64	102.03	104.40	106.88	109.43	112.02	114.69	117.54	120.48		
	Approx Bi-	6,777.60	6,935.20	7,096.00	7,263.20	7,433.60	7,611.20	7,789.60	7,971.20	8,162.40	8,352.00	8,550.40	8,754.40	8,961.60	9,175.20	9,403.20	9,638.40		
	Approx.	14,684.80	15,026.27	15,374.67	15,736.93	16,106.13	16,490.93	16,877.47	17,270.93	17,685.20	18,096.00	18,525.87	18,967.87	19,416.80	19,879.60	20,373.60	20,883.20		
	Annual	176,217.60	180,315.20	184,496.00	188														

Consolidated Fire Agencies

Exempt Employee Compensation Plan Salary Tables - Effective 2/20/2027

Item 9.

Ranges Eff. 02/20/2027		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
E28D	Hourly	29.14	29.87	30.51	31.28	32.00	32.77	33.53	34.33	35.13	35.99	36.83	37.74	38.65	39.56	40.56	41.57		
	Approx Bi-	2,331.10	2,389.60	2,440.69	2,502.49	2,560.17	2,621.97	2,682.12	2,746.39	2,810.66	2,879.06	2,946.62	3,019.14	3,091.65	3,164.98	3,244.91	3,325.66		
	Approx.	5,050.71	5,177.47	5,288.16	5,422.06	5,547.03	5,680.93	5,811.26	5,950.52	6,089.77	6,237.95	6,384.35	6,541.46	6,698.57	6,857.47	7,030.64	7,205.61		
	Annual	60,608.50	62,129.60	63,457.89	65,064.69	66,564.37	68,171.17	69,735.12	71,406.19	73,077.26	74,855.46	76,612.22	78,497.54	80,382.85	82,289.58	84,367.71	86,467.26		
E43D	Hourly	41.47	42.48	43.48	44.54	45.62	46.72	47.83	48.98	50.16	51.39	52.64	53.91	55.23	56.55	57.99	59.42		
	Approx Bi-	3,317.42	3,398.18	3,478.10	3,562.98	3,649.50	3,737.66	3,826.66	3,918.12	4,012.88	4,110.94	4,211.46	4,312.82	4,418.29	4,523.76	4,639.12	4,753.66		
	Approx.	7,187.75	7,362.71	7,535.89	7,719.78	7,907.24	8,098.27	8,291.09	8,489.26	8,694.57	8,907.03	9,124.84	9,344.43	9,572.96	9,801.48	10,051.43	10,299.59		
	Annual	86,253.02	88,352.58	90,430.70	92,637.38	94,886.90	97,179.26	99,493.06	101,871.12	104,334.88	106,884.34	109,498.06	112,133.22	114,875.49	117,617.76	120,617.12	123,595.06		
E49D	Hourly	47.83	48.98	50.16	51.39	52.64	53.91	55.23	56.55	57.93	59.32	60.78	62.26	63.78	65.33	66.95	68.63		
	Approx Bi-	3,826.66	3,918.12	4,012.88	4,110.94	4,211.46	4,312.82	4,418.29	4,523.76	4,634.18	4,745.42	4,862.42	4,981.08	5,102.21	5,226.63	5,356.00	5,490.31		
	Approx.	8,291.09	8,489.26	8,694.57	8,907.03	9,124.84	9,344.43	9,572.96	9,801.48	10,040.71	10,281.73	10,535.25	10,792.34	11,054.78	11,324.37	11,604.67	11,895.68		
	Annual	99,493.06	101,871.12	104,334.88	106,884.34	109,498.06	112,133.22	114,875.49	117,617.76	120,488.58	123,380.82	126,423.02	129,508.08	132,657.41	135,892.43	139,256.00	142,748.11		
E55C	Hourly	56.23	57.56	58.96	60.34	61.76	63.24	64.76	66.31	67.91	69.55	71.22	72.93	74.71	76.51	78.41	80.37		
	Approx Bi-	4,498.22	4,604.51	4,716.58	4,826.99	4,940.70	5,059.36	5,180.49	5,304.91	5,432.63	5,563.65	5,697.96	5,834.74	5,976.47	6,120.67	6,273.11	6,429.67		
	Approx.	9,746.13	9,976.44	10,219.25	10,458.48	10,704.86	10,961.95	11,224.39	11,493.98	11,770.70	12,054.57	12,345.58	12,641.95	12,949.02	13,261.46	13,591.74	13,930.96		
	Annual	116,953.62	119,717.31	122,630.98	125,501.79	128,458.30	131,543.36	134,692.69	137,927.71	141,248.43	144,654.85	148,146.96	151,703.34	155,388.27	159,137.47	163,100.91	167,171.47		
E56C	Hourly	57.54	58.93	60.34	61.76	63.24	64.76	66.31	67.91	69.55	71.22	72.93	74.71	76.51	78.34	80.31	82.32		
	Approx Bi-	4,602.86	4,714.10	4,826.99	4,940.70	5,059.36	5,180.49	5,304.91	5,432.63	5,563.65	5,697.96	5,834.74	5,976.47	6,120.67	6,267.34	6,424.73	6,585.41		
	Approx.	9,972.87	10,213.89	10,458.48	10,704.86	10,961.95	11,224.39	11,493.98	11,770.70	12,054.57	12,345.58	12,641.95	12,949.02	13,261.46	13,579.25	13,920.24	14,268.38		
	Annual	119,674.46	122,566.70	125,501.79	128,458.30	131,543.36	134,692.69	137,927.71	141,248.43	144,654.85	148,146.96	151,703.34	155,388.27	159,137.47	162,950.94	167,042.93	171,220.61		
E59D	Hourly	60.78	62.26	63.78	65.33	66.91	68.56	70.20	71.92	73.71	75.52	77.34	79.24	81.17	83.18	85.26	87.40		
	Approx Bi-	4,862.42	4,981.08	5,102.21	5,226.63	5,352.70	5,484.54	5,616.38	5,753.99	5,896.54	6,041.57	6,187.42	6,339.03	6,493.94	6,654.62	6,821.07	6,991.64		
	Approx.	10,535.25	10,792.34	11,054.78	11,324.37	11,597.53	11,883.18	12,168.83	12,466.98	12,775.85	13,090.06	13,406.07	13,734.57	14,070.21	14,418.35	14,778.99	15,148.55		
	Annual	126,423.02	129,508.08	132,657.41	135,892.43	139,170.30	142,598.14	146,025.98	149,603.79	153,310.14	157,080.77	160,872.82	164,814.83	168,842.54	173,020.22	177,347.87	181,782.64		
E61C 40 Hr	Hourly	64.76	66.31	67.91	69.55	71.22	72.93	74.71	76.51	78.34	80.24	82.17	84.19	86.19	88.28	90.49	92.75		
	Approx Bi-	5,180.49	5,304.91	5,432.63	5,563.65	5,697.96	5,834.74	5,976.47	6,120.67	6,267.34	6,418.96	6,573.87	6,735.38	6,895.23	7,062.50	7,238.84	7,420.12		
	Approx.	11,224.39	11,493.98	11,770.70	12,054.57	12,345.58	12,641.95	12,949.02	13,261.46	13,579.25	13,907.75	14,243.39	14,593.31	14,939.67	15,302.09	15,684.15	16,076.93		
	Annual	134,692.69	137,927.71	141,248.43	144,654.85	148,146.96	151,703.34	155,388.27	159,137.47	162,950.94	166,892.96	170,920.67	175,119.78	179,276.03	183,625.10	188,209.84	192,923.12		
E61C 56 Hr	Hourly	46.25	47.37	48.51	49.68	50.87	52.10	53.36	54.65	55.96	57.31	58.70	60.14	61.56	63.06	64.63	66.25		
	Approx Bi-	5,180.49	5,304.91	5,432.63	5,563.65	5,697.96	5,834.74	5,976.47	6,120.67	6,267.34	6,418.96	6,573.87	6,735.38	6,895.23	7,062.50	7,238.84	7,420.12		
	Approx.	11,224.39	11,493.98	11,770.70	12,054.57	12,345.58	12,641.95	12,949.02	13,261.46	13,579.25	13,907.75	14,243.39	14,593.31	14,939.67	15,302.09	15,684.15	16,076.93		
	Annual	134,692.69	137,927.71	141,248.43	144,654.85	148,146.96	151,703.34	155,388.27	159,137.47	162,950.94	166,892.96	170,920.67	175,119.78	179,276.03	183,625.10	188,209.84	192,923.12		
E66B	Hourly	-	-	79.60	81.43	83.32	85.28	87.28	89.29	91.36	93.51	95.71	97.99	100.29	102.63	105.20	107.84	110.52	113.30
	Approx Bi-	-	-	6,367.87	6,514.54	6,665.34	6,822.72	6,982.58	7,143.26	7,308.88	7,481.10	7,656.61	7,839.54	8,023.29	8,210.34	8,416.34	8,627.28	8,841.52	9,064.00
	Approx.	-	-	13,797.06	14,114.85	14,441.56	14,782.56	15,128.91	15,477.05	15,835.91	16,209.04	16,589.32	16,985.66	17,383.79	17,789.06	18,235.39	18,692.44	19,156.63	19,638.67
	Annual	-	-	165,564.67	169,378.14	173,298.74	177,390.72	181,546.98	185,724.66	190,030.88	194,508.50	199,071.81	203,827.94	208,605.49	213,468.74	218,824.74	224,309.28	229,879.52	235,664.00
E70C	Hourly	80.24	82.17	84.19	86.19	88.28	90.42	92.61	94.90	97.19	99.56	101.98	104.43	107.00	109.61	112.37	115.17		
	Approx Bi-	6,418.96	6,573.87	6,735.38	6,895.23	7,062.50	7,233.90	7,408.58	7,592.34	7,775.26	7,964.78	8,158.42	8,354.54	8,559.71	8,769.01	8,989.84	9,213.97		
	Approx.	13,907.75	14,243.39	14,593.31	14,939.67	15,302.09	15,673.44	16,051.93	16,450.06	16,846.41	17,257.03	17,676.59	18,101.49	18,546.04	18,999.52	19,477.99	19,963.60		
	Annual	166,892.96	170,920.67	175,119.78	179,276.03	183,625.10	188,081.30	192,623.18	197,400.74	202,156.86	207,084.38	212,119.02	217,217.94	222,552.51	227,994.21	233,735.84	239,563.17		
E72B	Hourly	87.26	89.29	91.36	93.51	95.71	97.99	100.29	102.63	105.09	107.53	110.09	112.71	115.38	118.13	121.07	124.09		
	Approx Bi-	6,980.93	7,143.26	7,308.88	7,481.10	7,656.61	7,839.54	8,023.29	8,210.34	8,407.27	8,602.56	8,806.91	9,017.03	9,230.45	9,450.46	9,685.30	9,927.55		
	Approx.	15,125.34	15,477.05	15,835.91	16,209.04	16,589.32	16,985.66	17,383.79	17,789.06	18,215.76	18,638.88	19,081.64	19,536.90	19,999.30	20,475.99	20,984.81	21,509.70		
	Annual	181,504.13	185,724.66	190,															

Consolidated Fire Agencies

Exempt Employee Compensation Plan Salary Tables - Effective 2/19/2028

Item 9.

Ranges Eff. 02/19/2028		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
E28D	Hourly	30.01	30.77	31.42	32.22	32.96	33.76	34.53	35.36	36.19	37.07	37.94	38.87	39.80	40.75	41.78	42.82		
	Approx Bi-	2,401.03	2,461.29	2,513.91	2,577.56	2,636.97	2,700.63	2,762.58	2,828.78	2,894.98	2,965.43	3,035.02	3,109.71	3,184.40	3,259.93	3,342.26	3,425.43		
	Approx.	5,202.23	5,332.79	5,446.80	5,584.72	5,713.44	5,851.36	5,985.60	6,129.03	6,272.47	6,425.09	6,575.88	6,737.71	6,899.53	7,063.19	7,241.56	7,421.77		
	Annual	62,426.75	63,993.49	65,361.62	67,016.63	68,561.30	70,216.30	71,827.17	73,548.38	75,269.58	77,101.12	78,910.59	80,852.46	82,794.33	84,758.27	86,898.74	89,061.28		
E43D	Hourly	42.71	43.75	44.78	45.87	46.99	48.12	49.27	50.45	51.67	52.93	54.22	55.53	56.89	58.24	59.73	61.20		
	Approx Bi-	3,416.95	3,500.12	3,582.45	3,669.87	3,758.98	3,849.79	3,941.46	4,035.66	4,133.27	4,234.26	4,337.81	4,442.20	4,550.84	4,659.47	4,778.29	4,896.27		
	Approx.	7,403.38	7,583.60	7,761.97	7,951.37	8,144.46	8,341.22	8,539.82	8,743.94	8,955.41	9,174.24	9,398.58	9,624.77	9,860.15	10,095.52	10,352.97	10,608.58		
	Annual	88,840.61	91,003.15	93,143.63	95,416.50	97,733.50	100,094.64	102,477.85	104,927.25	107,464.93	110,090.87	112,783.01	115,497.21	118,321.75	121,146.29	124,235.63	127,302.91		
E49D	Hourly	49.27	50.45	51.67	52.93	54.22	55.53	56.89	58.24	59.67	61.10	62.60	64.13	65.69	67.29	68.96	70.69		
	Approx Bi-	3,941.46	4,035.66	4,133.27	4,234.26	4,337.81	4,442.20	4,550.84	4,659.47	4,773.20	4,887.78	5,008.30	5,130.51	5,255.27	5,383.43	5,516.68	5,655.02		
	Approx.	8,539.82	8,743.94	8,955.41	9,174.24	9,398.58	9,624.77	9,860.15	10,095.52	10,341.94	10,590.19	10,851.31	11,116.11	11,386.43	11,664.10	11,952.81	12,252.55		
	Annual	102,477.85	104,927.25	107,464.93	110,090.87	112,783.01	115,497.21	118,321.75	121,146.29	124,103.23	127,082.24	130,215.71	133,393.32	136,637.13	139,969.20	143,433.68	147,030.56		
E55C	Hourly	57.91	59.28	60.73	62.15	63.61	65.14	66.70	68.30	69.95	71.63	73.36	75.12	76.95	78.80	80.77	82.78		
	Approx Bi-	4,633.16	4,742.65	4,858.07	4,971.80	5,088.93	5,211.14	5,335.90	5,464.06	5,595.61	5,730.56	5,868.90	6,009.79	6,155.77	6,304.29	6,461.31	6,622.56		
	Approx.	10,038.52	10,275.74	10,525.83	10,772.24	11,026.00	11,290.81	11,561.12	11,838.80	12,123.82	12,416.21	12,715.95	13,021.20	13,337.49	13,659.30	13,999.49	14,348.88		
	Annual	120,462.22	123,308.83	126,309.91	129,266.85	132,312.05	135,489.66	138,733.47	142,065.54	145,485.88	148,994.49	152,591.37	156,254.44	160,049.92	163,911.60	167,993.94	172,186.62		
E56C	Hourly	59.26	60.69	62.15	63.61	65.14	66.70	68.30	69.95	71.63	73.36	75.12	76.95	78.80	80.69	82.72	84.79		
	Approx Bi-	4,740.95	4,855.53	4,971.80	5,088.93	5,211.14	5,335.90	5,464.06	5,595.61	5,730.56	5,868.90	6,009.79	6,155.77	6,304.29	6,455.36	6,617.47	6,782.97		
	Approx.	10,272.06	10,520.31	10,772.24	11,026.00	11,290.81	11,561.12	11,838.80	12,123.82	12,416.21	12,715.95	13,021.20	13,337.49	13,659.30	13,986.62	14,337.85	14,696.44		
	Annual	123,264.70	126,243.71	129,266.85	132,312.05	135,489.66	138,733.47	142,065.54	145,485.88	148,994.49	152,591.37	156,254.44	160,049.92	163,911.60	167,839.47	172,054.22	176,357.23		
E59D	Hourly	62.60	64.13	65.69	67.29	68.92	70.61	72.31	74.08	75.92	77.79	79.66	81.62	83.61	85.68	87.82	90.02		
	Approx Bi-	5,008.30	5,130.51	5,255.27	5,383.43	5,513.29	5,649.08	5,784.88	5,926.61	6,073.44	6,222.82	6,373.04	6,529.20	6,688.76	6,854.26	7,025.70	7,201.39		
	Approx.	10,851.31	11,116.11	11,386.43	11,664.10	11,945.45	12,239.67	12,533.90	12,840.99	13,159.12	13,482.77	13,808.25	14,146.61	14,492.32	14,850.90	15,222.36	15,603.01		
	Annual	130,215.71	133,393.32	136,637.13	139,969.20	143,345.41	146,876.09	150,406.76	154,091.91	157,909.45	161,793.19	165,699.00	169,759.28	173,907.82	178,210.83	182,668.31	187,236.12		
E61C 40 Hr	Hourly	66.70	68.30	69.95	71.63	73.36	75.12	76.95	78.80	80.69	82.64	84.64	86.72	88.78	90.93	93.20	95.53		
	Approx Bi-	5,335.90	5,464.06	5,595.61	5,730.56	5,868.90	6,009.79	6,155.77	6,304.29	6,455.36	6,611.53	6,771.09	6,937.44	7,102.09	7,274.38	7,456.01	7,642.72		
	Approx.	11,561.12	11,838.80	12,123.82	12,416.21	12,715.95	13,021.20	13,337.49	13,659.30	13,986.62	14,324.98	14,670.69	15,031.11	15,387.86	15,761.15	16,154.68	16,559.23		
	Annual	138,733.47	142,065.54	145,485.88	148,994.49	152,591.37	156,254.44	160,049.92	163,911.60	167,839.47	171,899.75	176,048.29	180,373.37	184,654.31	189,133.86	193,856.14	198,710.81		
E61C 56 Hr	Hourly	47.64	48.79	49.96	51.17	52.40	53.66	54.96	56.29	57.64	59.03	60.46	61.94	63.41	64.95	66.57	68.24		
	Approx Bi-	5,335.90	5,464.06	5,595.61	5,730.56	5,868.90	6,009.79	6,155.77	6,304.29	6,455.36	6,611.53	6,771.09	6,937.44	7,102.09	7,274.38	7,456.01	7,642.72		
	Approx.	11,561.12	11,838.80	12,123.82	12,416.21	12,715.95	13,021.20	13,337.49	13,659.30	13,986.62	14,324.98	14,670.69	15,031.11	15,387.86	15,761.15	16,154.68	16,559.23		
	Annual	138,733.47	142,065.54	145,485.88	148,994.49	152,591.37	156,254.44	160,049.92	163,911.60	167,839.47	171,899.75	176,048.29	180,373.37	184,654.31	189,133.86	193,856.14	198,710.81		
E66B	Hourly	-	-	81.99	83.87	85.82	87.84	89.90	91.97	94.10	96.32	98.58	100.93	103.30	105.71	108.36	111.08	113.83	116.70
	Approx Bi-	-	-	6,558.91	6,709.98	6,865.30	7,027.40	7,192.05	7,357.55	7,528.15	7,705.53	7,886.31	8,074.72	8,263.99	8,456.65	8,668.83	8,886.10	9,106.77	9,335.92
	Approx.	-	-	14,210.97	14,538.29	14,874.81	15,226.04	15,582.78	15,941.37	16,310.98	16,695.31	17,087.00	17,495.23	17,905.30	18,322.73	18,782.46	19,253.21	19,731.33	20,227.83
	Annual	-	-	170,531.61	174,459.49	178,497.70	182,712.44	186,993.39	191,296.40	195,731.81	200,343.75	205,043.96	209,942.77	214,863.65	219,872.80	225,389.48	231,038.56	236,775.91	242,733.92
E70C	Hourly	82.64	84.64	86.72	88.78	90.93	93.14	95.39	97.75	100.11	102.55	105.04	107.56	110.21	112.90	115.74	118.63		
	Approx Bi-	6,611.53	6,771.09	6,937.44	7,102.09	7,274.38	7,450.91	7,630.84	7,820.11	8,008.52	8,203.73	8,403.18	8,605.17	8,816.50	9,032.08	9,259.54	9,490.39		
	Approx.	14,324.98	14,670.69	15,031.11	15,387.86	15,761.15	16,143.64	16,533.49	16,943.56	17,351.80	17,774.74	18,206.88	18,644.54	19,102.42	19,569.50	20,062.33	20,562.51		
	Annual	171,899.75	176,048.29	180,373.37	184,654.31	189,133.86	193,723.73	198,401.88	203,222.76	208,221.57	213,296.92	218,482.59	223,734.47	229,229.09	234,834.03	240,747.92	246,750.06		
E72B	Hourly	89.88	91.97	94.10	96.32	98.58	100.93	103.30	105.71	108.24	110.76	113.39	116.09	118.84	121.67	124.55	127.53		
	Approx Bi-	7,190.36	7,357.55	7,528.15	7,705.53	7,886.31	8,074.72	8,263.99	8,456.65	8,659.49	8,860.64	9,071.12	9,287.54	9,507.36	9,733.97	9,975.85	10,225.38		
	Approx.	15,579.10	15,941.37	16,310.98	16,695.31	17,087.00	17,495.23	17,905.30	18,322.73	18,762.23	19,198.05	19,654.09	20,123.01	20,599.28	21,090.27	21,614.35	22,154.99		
	Annual	186,94																	

**CONFIRE**

STAFF REPORT

DATE: September 22, 2026
FROM: Nathan Cooke
Executive Director
TO: CONFIRE Board of Directors

SUBJECT: CONFIRE Foundation Update and Authorization to Proceed

Recommendation

Staff recommends that the Board of Directors:

1. Receive and file an update on the formation of the CONFIRE Foundation; and
2. Authorize the Executive Director to complete the remaining actions reasonably necessary to establish and operationalize the CONFIRE Foundation, including applying for federal recognition of tax-exempt status under Internal Revenue Code Section 501(c)(3), completing applicable California tax-exemption and charitable registration requirements, establishing bank accounts, obtaining appropriate insurance, and completing other required federal, state, and local registrations and filings.
3. Direct the CONFIRE JPA Chair of the Board of Directors to select a single Board Director or Administrative Committee member to serve on the CONFIRE Foundation Board of Directors.

Background Information

The CONFIRE Foundation is before the Board because the nonprofit corporation has been legally formed and now requires the remaining governance, tax-exemption, registration, banking, insurance, and administrative steps necessary to become operational. The requested authorization will allow those remaining organizational activities to proceed following the Board's prior approval to establish the Foundation.

The Board of Directors authorized the establishment of the CONFIRE Foundation on February 24, 2026, to create a separate charitable organization capable of receiving and administering private philanthropic resources in support of CONFIRE's broader public-safety mission. Potential charitable activities include emergency communications, Emergency Medical Services (EMS), ambulance transport, emergency preparedness, public-safety training, technology, equipment, and related community-benefit programs.

The Foundation is intended to complement CONFIRE JPA's governmental and operational responsibilities while operating as a separate nonprofit public benefit corporation. This structure will provide a mechanism for individuals, businesses, foundations, philanthropic organizations, and other partners to support charitable activities that advance the public-safety mission served by CONFIRE and its member agencies.

The principal corporate formation requirements are complete, including forming the California nonprofit public benefit corporation and establishing its federal taxpayer identity. The California Secretary of State has accepted and filed the Articles of Incorporation, the Foundation has obtained an Employer Identification Number from the Internal Revenue Service, and the Foundation's Incorporator has drafted proposed Bylaws for consideration.

The next organizational step is to establish the Foundation's governing Board of Directors and convene its initial organizational meeting. The Board will include representatives from designated stakeholder groups, as provided in the proposed Bylaws, with initial directors appointed or designated under the governing documents and applicable law. The Foundation Board will then consider adoption of the Bylaws and take the additional actions necessary to establish its governance and administrative operations.

The remaining external formation work consists primarily of completing the tax-exemption, charitable-registration, banking, insurance, and related administrative requirements necessary for the Foundation to operate. Following the initial organizational actions, the Foundation will seek federal recognition as a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code and complete applicable California tax-exemption and charitable registration requirements.

The requested authorization will allow the Executive Director to complete these remaining organizational and administrative steps without requiring a separate CONFIRE Board action for each routine filing, registration, account-opening, insurance, or similar implementation action. Matters requiring separate Board approval by law, CONFIRE policy, budget authority, or the Foundation's governing documents would remain subject to the applicable approval process.

Fiscal Impact

Initial formation, filing, tax-exemption, registration, and startup costs are expected not to exceed \$1,000 and will be paid from Fund 5008 (Operations). This estimate does not include future professional services, insurance premiums, banking expenses, or other ongoing operating costs that may arise as the Foundation becomes operational.

The Foundation is intended to remain financially and legally separate from CONFIRE JPA, and this action does not establish an ongoing commitment of CONFIRE JPA resources to Foundation operations. Any future transfer or expenditure of CONFIRE

JPA funds, assets, personnel, or other resources for the Foundation beyond the startup activities authorized through this action will remain subject to applicable law, budget authority, Board action, and the Foundation's governing documents.

Attachments

- None



STAFF REPORT

DATE: September 22, 2026

FROM: Dan Harker, Administrative Committee Chairperson

TO: CONFIRE Board of Directors

SUBJECT: Executive Director Contract – Nathan Cooke

Recommendation

Accept and file the Administrative Committee approved Executive Director contract with Nathan Cooke.

Background Information

The Administrative Committee established a sub-committee to negotiate the Executive Director Contract with Nathan Cooke. The sub-committee, Chair Chief Harker and Vice Chair Chief Sessler, completed their negotiation with Nathan Cooke. The Board of Directors appointed Chairperson Lynne Keenedy to review the negotiated contract and to provide feedback to the sub-committee accordingly. Together with legal counsel, Chiefs Harker and Sessler presented an employment contract to the Administrative Committee in Closed Session during the July 21, 2026, meeting.

As reported out from Closed Session, the Administrative Committee “approved the hiring of Nathan Cooke as the Executive Director, with a July 25, 2026, effective date” and requested that legal counsel make two final revisions to the Executive Director Contract and bring the Executive Director Contract back to the Administrative Committee for approval in Open Session.

The revisions were made as requested by the Administrative Committee, reviewed by Chairperson Kennedy, and accepted by Nathan Cooke.

The Administrative Committee unanimously approved the final Executive Director contract that included the revisions, with Nathan Cooke on August 25, 2026.

Financial Impact

Salary and benefits provided for in the Contract are already included in the 2026/2027 budget.

- Placement at Salary Range E85B, Step 16: \$340,891.20; and
- Other benefits provided pursuant to the Exempt Compensation Plan

Attachments

Executive Director Contract

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. Professional Growth Activities

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. Notice to the Administrative Committee

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 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 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's 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 but 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. Termination for Cause

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. **Attorney's Fees**

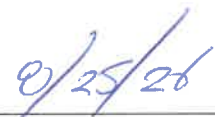
The prevailing party in any action arising under this agreement shall be entitled to recover reasonable attorney fees and costs.

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**



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")



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).

<u>Annual</u>	<u>Monthly</u>
\$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:

<u>Annual</u>	<u>Monthly</u>
\$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:

<u>Annual</u>	<u>Monthly</u>
\$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



STAFF REPORT

DATE: September 22, 2026

FROM: Nathan Cooke, Executive Director

BY: Ivan Ramirez, Finance Manager
Diana Garcia-Ortiz, Staff Analyst I

TO: CONFIRE Board of Directors

SUBJECT: Fiscal Year 2025-26 Year-End Budget Report and Budget Adjustments

Recommendations

1. Receive and file the Fiscal Year 2025-26 Year-End Summary Report.
2. Approve the Fiscal Year 2025-26 year-end budget adjustments as detailed in the attached report.

Background Information

The Fiscal Year 2025-26 Year-End Summary Report provides a summary of CONFIRE's financial activity through June 30, 2026, including a comparison of the adopted budget and year-end actuals by fund. The report also provides department detail for the Operations fund (5008).

As part of the year-end closing process, staff reviews final revenues and expenditures and identifies any budget adjustments necessary to ensure sufficient appropriation authority. These adjustments are presented after year-end because final expenditure activity is not known until the fiscal year has closed and year-end transactions have been recorded.

The Operations fund (5008) ended the fiscal year with approximately \$16.1 million in actual expenditures compared to an adjusted budget of approximately \$16.2 million, remaining within overall expenditure authority. Actual revenues totaled approximately \$16.0 million. This results in the use of fund balance of approximately \$45,000.

The Operations fund (5008) requires a net increase of \$474,340 in expenditure appropriations and revenues for costs associated with Priority Ambulance employees "on loan" to the San Bernardino County Fire Protection District (County Fire). The additional expenditure is fully offset by corresponding reimbursement revenue from County Fire, resulting in no impact to fund balance. The Operations fund (5008) also requires increases of approximately \$8,027 in Operating Expenses and \$89,544 in Staffing

Expenses due to higher than anticipated transfers to San Bernardino County departments for services and higher than anticipated retirement payments and cash-out benefits. These adjustments are fully offset by a decrease in Services and Supplies and result in no net increase to overall expenditure appropriations.

The General Reserves fund (5010) requires a \$137,600 adjustment in Salaries and Benefits due to the unanticipated posting of ECNS staffing expenses during the transition to the newly established ECNS fund. This adjustment is fully offset by a decrease in Services and Supplies and results in no net increase to Requirements. The expense was partially funded with ARPA and EMS Trust fund revenues.

The Emergency Medical Services fund (5020) requires a \$4,041 adjustment in Salaries and Benefits to the onboarding of new positions associated with the County Ground Ambulance Contract. The adjustment is fully offset by a decrease in Services and Supplies and results in no net increase to expenditure appropriations.

No additional year-end budget adjustments are required in the remaining funds.

Financial Impact

Approval of the recommended year-end budget adjustments will increase Fiscal Year 2025-26 expenditure and revenue appropriations by \$474,340. The increase in expenditure appropriations is fully offset by reimbursement revenue from County Fire and will have no net impact.

The remaining adjustments consist of transfers between appropriation categories and do not increase total expenditure authority and will not require any additional costs for the agencies or use of reserves.

Attachments

- Fiscal Year 2025-26 Year-End Summary Report



Year-End Summary Report

Fiscal Year 2025-26

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2025-26 YEAR-END SUMMARY REPORT

Fund Name: Operations

Fund Summary

Item 12.

Fund: 5008

Expenditures	Adopted Budget	Adjusted Budget	Actuals
Staffing Expenses	10,879,850	10,969,394	10,969,393
Operating Expenses	4,887,525	5,272,321	5,085,569
Capital Expenses	-	-	-
Total Operating Expenses	15,767,375	16,241,715	16,054,962
Reimbursements	-	-	-
Total Appropriation	15,767,375	16,241,715	16,054,962
Operating Transfers Out	-	-	-
Total Expenditures	15,767,375	16,241,715	16,054,962
Revenues			
Intergovernment Revenue-State	-	-	1,031
Intergovernment Revenue-Federal	-	-	-
Intergovernment Revenue-Local	-	-	-
Ambulance Transportation Services	-	-	-
Other Services	-	-	-
Other Revenue	15,691,744	16,166,084	15,958,807
Total Operating Revenue	15,691,744	16,166,084	15,959,838
Operating Transfers In	-	-	-
Other Financing Resources	-	-	-
Total Financing Resources	-	-	-
Total Revenue	15,691,744	16,166,084	15,959,838
Use of/(Contribution to) Fund Balance	75,631	75,631	95,124

2025-26 YEAR-END SUMMARY REPORT

Department Summary: Operations

Fund Center:

883

Item 12.

Fund: 5008

Expenditures	Adopted Budget	Adjusted Budget	Actuals
Staffing Expenses	1,295,877	1,385,421	1,650,270
Operating Expenses	1,507,408	1,892,204	1,630,410
Capital Expenses	-	-	-
Total Operating Expenses	2,803,285	3,277,625	3,280,680
Reimbursements	-	-	-
Total Appropriation	2,803,285	3,277,625	3,280,680
Operating Transfers Out	-	-	-
Total Expenditures	5,606,570	6,555,250	6,561,360
Revenues			
Intergovernment Revenue-State	-	-	-
Intergovernment Revenue-Federal	-	-	-
Intergovernment Revenue-Local	-	-	-
Ambulance Transportation Services	-	-	-
Other Services	-	-	-
Other Revenue	2,552,877	3,027,217	3,028,697
Total Operating Revenue	2,552,877	3,027,217	3,028,697
Operating Transfers In	-	-	-
Other Financing Resources	-	-	-
Total Financing Resources	-	-	-
Total Revenue	2,552,877	3,027,217	3,028,697
Use of/(Contribution to) Fund Balance	3,053,693	3,528,033	3,532,663

Year-End Budget Adjustments		
Requirements	Sources	Use of Fund Balance
474,340	474,340	0

Adjustments: The Operations unit requires a budget adjustment resulting in a net increase of \$474,340 in both Requirements and Sources. An increase of \$474,340 in Services and Supplies is requested for costs associated with Priority Ambulance employees “on loan” to County Fire. This adjustment will be fully offset by an increase in Sources reflecting reimbursement revenue from the San Bernardino County Fire Protection District.

The Operations unit is also requesting increases of \$8,027 in Operating Expenses and \$89,554 in Staffing Expenses due to higher than anticipated transfers to San Bernardino County departments and higher than anticipated retirement payments and cash-out benefits. These adjustments will be fully offset by a decrease in Services and Supplies, resulting in no net impact to overall Requirements.

2025-26 YEAR-END SUMMARY REPORT

Expenditures	Adopted Budget	Adjusted Budget	Actuals
Staffing Expenses	306,991	306,991	133,253
Operating Expenses	713,017	713,017	527,343
Capital Expenses	-	-	-
Total Operating Expenses	1,020,008	1,020,008	660,596
Reimbursements	-	-	-
Total Appropriation	1,020,008	1,020,008	660,596
Operating Transfers Out	-	-	-
Total Expenditures	2,040,016	2,040,016	1,321,192
Revenues			
Intergovernment Revenue-State	-	-	-
Intergovernment Revenue-Federal	-	-	-
Intergovernment Revenue-Local	-	-	-
Ambulance Transportation Services	-	-	-
Other Services	-	-	-
Other Revenue	1,036,492	1,036,492	1,036,493
Total Operating Revenue	1,036,492	1,036,492	1,036,493
Operating Transfers In	-	-	-
Other Financing Resources	-	-	-
Total Financing Resources	-	-	-
Total Revenue	1,036,492	1,036,492	1,036,493
Use of/(Contribution to) Fund Balance	1,003,524	1,003,524	284,700

Year-End Budget Adjustments		
Requirements	Sources	Use of Fund Balance
N/A	N/A	N/A

N/A

2025-26 YEAR-END SUMMARY REPORT

Fund: 5008

Expenditures	Adopted Budget	Adjusted Budget	Actuals
Staffing Expenses	2,905,132	2,905,132	3,008,745
Operating Expenses	319,747	319,747	420,794
Capital Expenses	-	-	-
Total Operating Expenses	3,224,879	3,224,879	3,429,539
Reimbursements	-	-	-
Total Appropriation	3,224,879	3,224,879	3,429,539
Operating Transfers Out	-	-	-
Total Expenditures	6,449,758	6,449,758	6,859,078
Revenues			
Intergovernment Revenue-State	-	-	-
Intergovernment Revenue-Federal	-	-	-
Intergovernment Revenue-Local	-	-	-
Ambulance Transportation Services	-	-	-
Other Services	-	-	-
Other Revenue	3,224,879	3,224,879	3,224,879
Total Operating Revenue	3,224,879	3,224,879	3,224,879
Operating Transfers In	-	-	-
Other Financing Resources	-	-	-
Total Financing Resources	-	-	-
Total Revenue	3,224,879	3,224,879	3,224,879
Use of/(Contribution to) Fund Balance	3,224,879	3,224,879	3,634,199

Year-End Budget Adjustments

Requirements	Sources	Use of Fund Balance
N/A	N/A	N/A

N/A

2025-26 YEAR-END SUMMARY REPORT

Expenditures	Adopted Budget	Adjusted Budget	Actuals
Staffing Expenses	4,771,965	4,771,965	4,487,956
Operating Expenses	429,009	429,009	367,213
Capital Expenses	-	-	-
Total Operating Expenses	5,200,974	5,200,974	4,855,169
Reimbursements	-	-	-
Total Appropriation	5,200,974	5,200,974	4,855,169
Operating Transfers Out	-	-	-
Total Expenditures	10,401,948	10,401,948	9,710,339
Revenues			
Intergovernment Revenue-State	-	-	1,031
Intergovernment Revenue-Federal	-	-	-
Intergovernment Revenue-Local	-	-	-
Ambulance Transportation Services	-	-	-
Other Services	-	-	-
Other Revenue	5,359,266	5,359,266	5,045,964
Total Operating Revenue	5,359,266	5,359,266	5,046,994
Operating Transfers In	-	-	-
Other Financing Resources	-	-	-
Total Financing Resources	-	-	-
Total Revenue	5,359,266	5,359,266	5,046,994
Use of/(Contribution to) Fund Balance	5,042,682	5,042,682	4,663,345

Year-End Budget Adjustments		
Requirements	Sources	Use of Fund Balance
N/A	N/A	N/A

N/A

2025-26 YEAR-END SUMMARY REPORT

Fund: 5008

Expenditures	Adopted Budget	Adjusted Budget	Actuals
Staffing Expenses	1,599,885	1,599,885	1,693,639
Operating Expenses	1,918,344	1,918,344	2,136,079
Capital Expenses	-	-	-
Total Operating Expenses	3,518,229	3,518,229	3,829,718
Reimbursements	-	-	-
Total Appropriation	3,518,229	3,518,229	3,829,718
Operating Transfers Out	-	-	-
Total Expenditures	7,036,458	7,036,458	7,659,435
Revenues			
Intergovernment Revenue-State	-	-	-
Intergovernment Revenue-Federal	-	-	-
Intergovernment Revenue-Local	-	-	-
Ambulance Transportation Services	-	-	-
Other Services	-	-	-
Other Revenue	3,518,230	3,518,230	3,513,778
Total Operating Revenue	3,518,230	3,518,230	3,513,778
Operating Transfers In	-	-	-
Other Financing Resources	-	-	-
Total Financing Resources	-	-	-
Total Revenue	3,518,230	3,518,230	3,513,778
Use of/(Contribution to) Fund Balance	3,518,228	3,518,228	4,145,658

Year-End Budget Adjustments

Requirements	Sources	Use of Fund Balance
N/A	N/A	N/A

N/A

2025-26 YEAR-END SUMMARY REPORT

Expenditures	Adopted Budget	Adjusted Budget	Actuals
Staffing Expenses	-	-	-
Operating Expenses	1,111,826	1,111,826	479,551
Capital Expenses	-	-	-
Total Operating Expenses	1,111,826	1,111,826	479,551
Reimbursements	-	-	-
Total Appropriation	1,111,826	1,111,826	479,551
Operating Transfers Out	-	-	-
Total Expenditures	1,111,826	1,111,826	479,551
Revenues			
Intergovernment Revenue-State	-	-	-
Intergovernment Revenue-Federal	-	-	-
Intergovernment Revenue-Local	-	-	-
Ambulance Transportation Services	-	-	-
Other Services	-	-	-
Other Revenue	611,554	611,554	748,454
Total Operating Revenue	611,554	611,554	748,454
Operating Transfers In	-	-	-
Other Financing Resources	500,272	500,272	-
Total Financing Resources	500,272	500,272	-
Total Revenue	1,111,826	1,111,826	748,454
Use of/(Contribution to) Fund Balance	-	-	(268,903)

Year-End Budget Adjustments		
Requirements	Sources	Use of Fund Balance
N/A	N/A	N/A

N/A

2025-26 YEAR-END SUMMARY REPORT

Fund Name: General Reserve

Fund Summary

Item 12.

Fund: 5010

Expenditures	Adopted Budget	Adjusted Budget	Actuals
Staffing Expenses	-	137,600	137,599
Operating Expenses	3,000,000	2,862,400	608,006
Capital Expenses	-	-	-
Total Operating Expenses	3,000,000	3,000,000	745,606
Reimbursements	-	-	-
Total Appropriation	3,000,000	3,000,000	745,606
Operating Transfers Out	-	-	-
Total Expenditures	3,000,000	3,000,000	745,606
Revenues			
Intergovernment Revenue-State	-	-	12,083
Intergovernment Revenue-Federal	-	-	104,226
Intergovernment Revenue-Local	-	-	-
Ambulance Transportation Services	-	-	-
Other Services	-	-	-
Other Revenue	-	-	181,533
Total Operating Revenue	-	-	297,842
Operating Transfers In	-	-	-
Other Financing Resources	3,000,000	3,000,000	-
Total Financing Resources	3,000,000	3,000,000	-
Total Revenue	3,000,000	3,000,000	297,842
Use of/(Contribution to) Fund Balance	-	-	447,763

Year-End Budget Adjustments

Requirements	Sources	Use of Fund Balance
N/A	N/A	N/A

Adjustment: The General Reserves budget unit requires a budget adjustment of \$137,600 in Salaries & Benefits due to the unanticipated posting of ECNS staffing expenses during the transition to the newly established ECNS fund. This adjustment will be fully offset by a decrease in Services and Supplies, resulting in no net increase to Requirements. This expense was partially funded with ARPA revenue.

2025-26 YEAR-END SUMMARY REPORT

Expenditures	Adopted Budget	Adjusted Budget	Actuals
Staffing Expenses	600,063	600,063	-
Operating Expenses	-	-	-
Capital Expenses	-	-	-
Total Operating Expenses	600,063	600,063	-
Reimbursements	-	-	-
Total Appropriation	600,063	600,063	-
Operating Transfers Out	-	-	-
Total Expenditures	600,063	600,063	-
Revenues			
Intergovernment Revenue-State	-	-	-
Intergovernment Revenue-Federal	-	-	-
Intergovernment Revenue-Local	-	-	-
Ambulance Transportation Services	-	-	-
Other Services	-	-	-
Other Revenue	153,812	153,812	210,030
Total Operating Revenue	153,812	153,812	210,030
Operating Transfers In	-	-	-
Other Financing Resources	446,251	446,251	-
Total Financing Resources	446,251	446,251	-
Total Revenue	600,063	600,063	210,030
Use of/(Contribution to) Fund Balance	-	-	(210,030)

Year-End Budget Adjustments		
Requirements	Sources	Use of Fund Balance
N/A	N/A	N/A

N/A

2025-26 YEAR-END SUMMARY REPORT

Expenditures	Adopted Budget	Adjusted Budget	Actuals
Staffing Expenses	-	-	-
Operating Expenses	245,258	245,258	157,213
Capital Expenses	-	-	-
Total Operating Expenses	245,258	245,258	157,213
Reimbursements	-	-	-
Total Appropriation	245,258	245,258	157,213
Operating Transfers Out	-	-	-
Total Expenditures	245,258	245,258	157,213
Revenues			
Intergovernment Revenue-State	-	-	-
Intergovernment Revenue-Federal	96,912	96,912	17,223
Intergovernment Revenue-Local	-	-	-
Ambulance Transportation Services	-	-	-
Other Services	-	-	-
Other Revenue	131,863	131,863	68,513
Total Operating Revenue	228,775	228,775	85,736
Operating Transfers In	-	-	-
Other Financing Resources	16,483	16,483	-
Total Financing Resources	16,483	16,483	-
Total Revenue	245,258	245,258	85,736
Use of/(Contribution to) Fund Balance	-	-	71,476

Year-End Budget Adjustments		
Requirements	Sources	Use of Fund Balance
N/A	N/A	N/A

N/A

2025-26 YEAR-END SUMMARY REPORT

Fund Name: Emergency Medical Services

Fund Summary

Item 12.

Fund: 5020

Expenditures	Adopted Budget	Adjusted Budget	Actuals
Staffing Expenses	-	4,041	4,041
Operating Expenses	590,000	835,959	749,789
Capital Expenses	-	-	-
Total Operating Expenses	590,000	840,000	753,829
Reimbursements	-	-	-
Total Appropriation	590,000	840,000	753,829
Operating Transfers Out	-	-	-
Total Expenditures	590,000	840,000	753,829
Revenues			
Intergovernment Revenue-State	-	-	-
Intergovernment Revenue-Federal	-	-	-
Intergovernment Revenue-Local	-	-	-
Ambulance Transportation Services	-	-	4,177
Other Services	-	-	-
Other Revenue	-	-	6,736
Total Operating Revenue	-	-	10,913
Operating Transfers In	-	-	-
Other Financing Resources	590,000	590,000	-
Total Financing Resources	590,000	590,000	-
Total Revenue	590,000	590,000	10,913
Use of/(Contribution to) Fund Balance	-	250,000	742,916

Year-End Budget Adjustments		
Requirements	Sources	Use of Fund Balance
N/A	N/A	N/A

Adjustment: The Emergency Medical Services budget unit requires a budget adjustment of \$4,041 in Salaries & Benefits due to the onboarding of new positions related to the County Ground Ambulance Contract. This adjustment will be fully offset by a decrease in Services and Supplies, resulting in no net increase to Requirements.

2025-26 YEAR-END SUMMARY REPORT

Fund Name: ECNS

Fund Summary

Item 12.

Fund: 5030

Expenditures	Adopted Budget	Adjusted Budget	Actuals
Staffing Expenses	1,188,786	1,188,786	741,321
Operating Expenses	511,214	511,214	175,830
Capital Expenses	-	-	-
Total Operating Expenses	1,700,000	1,700,000	917,151
Reimbursements	-	-	(386,018)
Total Appropriation	1,700,000	1,700,000	531,133
Operating Transfers Out	-	-	-
Total Expenditures	1,700,000	1,700,000	531,133
Revenues			
Intergovernment Revenue-State	-	-	-
Intergovernment Revenue-Federal	1,700,000	1,700,000	-
Intergovernment Revenue-Local	-	-	933,112
Ambulance Transportation Services	-	-	-
Other Services	-	-	-
Other Revenue	-	-	11,897
Total Operating Revenue	1,700,000	1,700,000	945,010
Operating Transfers In	-	-	-
Other Financing Resources	-	-	-
Total Financing Resources	-	-	-
Total Revenue	1,700,000	1,700,000	945,010
Use of/(Contribution to) Fund Balance	-	-	(413,877)

Year-End Budget Adjustments

Requirements	Sources	Use of Fund Balance
N/A	N/A	N/A

N/A

STAFF REPORT

DATE: September 22, 2026

FROM: Joe Barna
Deputy Executive Director



TO: Board of Directors

SUBJECT: BOARD POLICY AMENDMENTS RELATED TO THE PERSONNEL RULES

Recommended Action

Staff recommends that the Board approve revisions to seven Board Policies that conform the Board Policy Manual to the updated CONFIRE Personnel Rules and current governance structure. The proposed action would approve BP 1.001, BP 2.003, BP 3.003, BP 4.001, BP 6.001, BP 7.001, and BP 7.002 as presented and would allow the revised policies to take effect with the updated Personnel Rules.

Background Information

The updated Personnel Rules establish CONFIRE's baseline personnel system and require several existing Board Policies to be conformed to that framework. The affected policies were largely written around the former County Special District personnel rules structure, an earlier Director model, and broader assumptions about Board approval of personnel and operational actions.

These amendments are targeted conforming changes rather than a general rewrite of the Board Policy Manual. Existing language is retained wherever it remains compatible, and the proposed changes are limited to terminology, document hierarchy, personnel record access, employer authority, delegated decision-making, and the removal of obsolete County references.

The revisions preserve the existing separation of authority among the Board, Administrative Committee, Executive Director, and Human Resources. The Personnel Rules establish the baseline employment framework, while Board and Administrative Committee policies continue to control matters assigned to those governing bodies under the Joint Powers Agreement, applicable law, and other controlling sources.

The related Administrative Committee policies are being updated separately under the Administrative Committee's approval authority. Coordinating both sets of amendments allows the Board Policy Manual, the Administrative Committee Policy Manual, and the Personnel Rules to function as a single, consistent policy system without compromising the distinct authority of the two governing bodies.

The proposed Board policy amendments do not amend any memorandum of understanding, compensation plan, or individual employment agreement. An applicable MOU or other controlling

employment source continues to govern within its lawful and stated scope, and these policy revisions are intended to conform governance documents to the approved personnel framework rather than change negotiated employee rights.

Policy Revisions

BP 1.001 is revised to align the Board Policy Manual's hierarchy and terminology with the Personnel Rules and the current controlled-document system. The amendment adds the Personnel Rules and related controlled documents to the policy hierarchy, updates Executive Director terminology, and preserves the existing allocation of authority between the Board and Administrative Committee.

BP 2.003 is revised to preserve the Board's access to information needed for lawful Board functions while aligning personnel record access with Human Resources' custody and confidentiality requirements. The amendment removes the prior concept of unrestricted access to the Executive Director's personnel records and clarifies that personnel information remains subject to privacy, privilege, confidentiality, and closed-session requirements.

BP 3.003 is revised to clarify that personnel, expenditure, and operational matters require Board approval only when a controlling source reserves or requires Board action. The change removes language that could be read to require Board approval for routine personnel or operational actions already delegated to the Administrative Committee, Executive Director, or another authorized official.

BP 4.001 is revised to clarify that County or third-party human resources, payroll, and administrative support are service-provider functions and do not transfer CONFIRE's employer authority. The existing finance and budget framework remains intact, while the policy now distinguishes administrative support from CONFIRE's appointing, disciplinary, classification, labor relations, and official personnel record authority.

BP 6.001 is revised to modernize the Executive Director terminology and to align the Administrative Committee's authority over the Executive Director with the controlling governance and employment sources. The amendment also removes the conflicting use of the term "principal executive officer" for the Administrative Committee Chairperson and clarifies the Committee's authority to appoint, evaluate, discipline, and remove the Executive Director within the approved governance and compensation framework.

BP 7.001 is revised to replace obsolete communications-specific Director duties with the current Executive Director governance and personnel-administration role. The revised policy identifies the Executive Director as CONFIRE's day-to-day executive leader and Appointing Authority for employees other than the Executive Director, while reserving additional duties to the Joint Powers Agreement, the Administrative Committee policy, the employment agreement, the class specification, or lawful delegation.

BP 7.002 is revised to remove obsolete County Special District personnel-rule and representation-unit assumptions and to establish CONFIRE's current employment framework. The replacement language recognizes the Personnel Rules as the baseline system, preserves the controlling effect of applicable MOUs and Board-approved compensation plans, identifies the Executive Director as Appointing Authority, and confirms that outside administrative services do not transfer employer authority from CONFIRE.

Taken together, the seven amendments preserve the existing governance structure while removing provisions that would conflict with or undermine the updated Personnel Rules. Approving the policies as a coordinated package provides clearer lines of authority, reduces reliance on obsolete County structures, and ensures that Board policy and the Personnel Rules can be administered consistently from the effective date.

Financial Impact

Approval of these Board Policy revisions has no direct fiscal impact. The amendments clarify governance, personnel authority, and document hierarchy; any future staffing, compensation, benefit, or budget action that requires separate Board approval will continue to be brought forward through the applicable budget, MOU, compensation plan, or personnel process.

Attachments

1. BP 1.001 - Policy Establishment and Numbering
2. BP 2.003 - Board Member Access to CONFIRE Records
3. BP 3.003 - Board Actions and Decisions
4. BP 4.001 - Finance
5. BP 6.001 - Administrative Committee
6. BP 7.001 - Executive Director
7. BP 7.002 - CONFIRE Employees



CONFIRE Board Policy Manual

BP 1.001 Policy Establishment and Numbering

Document Number	BP 1.001	Issue Date	4-04/29/2021
Title	Policy Establishment and Numbering	Review Date	To Be Determined
Section	Series 1 - General	Revision Date	To Be Determined
Policy Owner	Executive Administration / Board Clerk	Approved By	Board of Directors
Applicability			
Applicability	Board members, Administrative Committee members, Executive Director, policy owners, and persons administering controlled CONFIRE documents	Required Reviews	Executive Director; Board Clerk; Legal Counsel
Related Policy / Authority / Standards	Joint Powers Agreement; BP 1.002; BP 6.001; CONFIRE Personnel Rules; AP 1.001	Supersedes	BP 1.001, Policy Establishment and Numbering, adopted 04/29/2021
Supersedes DRAFT FOR LEGAL, LABOR, AND GOVERNANCE REVIEW - NOT APPROVED			

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The Board of Directors ("Board") of ~~the~~ Consolidated Fire Agencies ("CONFIRE") establishes ~~Policies~~[policies](#) to provide guidance concerning the conduct of CONFIRE within the jurisdiction of the Board of Directors to:

- Members of the CONFIRE Board ("Directors"~~"); and~~).
- Parties to the Joint Powers Agreement of CONFIRE ("Parties to the Joint Powers Agreement"~~"); and~~).
- The CONFIRE [Executive](#) Director~~;~~.
- Members of the CONFIRE Administrative Committee~~;~~.
- Agencies that contract with CONFIRE for ~~dispatch and communications~~ services ("Contracting Agencies"~~"); and~~).
- Members of the public.

The definitions in this Policy shall apply to all ~~of the~~ Policies of the Board of Directors. [For personnel matters, terms defined in the CONFIRE Personnel Rules shall be applied consistently with those Rules unless a controlling Board policy provides otherwise.](#)

Supersession

Any previously adopted policy that predates a ~~Policy~~[policy](#) included in this Manual of Policies shall be superseded: [to the extent of a conflict](#). In addition, this Manual of Policies shall supersede the pre-existing By-Laws of CONFIRE [to the extent previously incorporated into Board policy](#).

Interpretation

1. In the event of a conflict between these Policies of the Board of Directors and the Joint Powers Agreement governing CONFIRE, the Joint Powers Agreement shall control.
2. In the event of a conflict between these Policies of the Board of Directors and ~~a provision of the CONFIRE's Standard Operating Procedures; these Policies of the Board of Directors shall control~~[the CONFIRE Personnel Rules, an enterprise policy, departmental procedure, standard operating procedure, administrative practice, form, job aid, or employee handbook provision, these Board Policies shall control as to matters within the responsibility of the Board, subject to applicable law and controlling agreements.](#)
3. In the event of a conflict between these Policies of the Board of Directors and a memorandum of understanding ("MOU") entered into between CONFIRE and a duly recognized employee organization



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pursuant to the Meyers-Milias-Brown Act (~~Government Code Sections 3500-3510~~), the MOU shall control within its lawful and stated scope.

4. In the event of a conflict between these Policies of the Board of Directors and the Policies of the Administrative Committee, these Policies shall control as to matters within the responsibility of ~~this~~ the Board of Directors, and ~~those~~ the Policies of the Administrative Committee shall control as to ~~those~~ matters within the responsibility of the Administrative Committee.

Numbering

1. The first set of digits reflects the Series (i.e., General, Board of Directors and Officers, Board Meetings, Finance, etc.); ~~and~~.
2. The second set of digits reflects the Policy number; ~~and~~.
3. The third set of digits, if any, memorializes revisions to the Policy. Using this Policy as an example, 1.001.01 would reflect the first revision.

Related Documents

- [Third Amended and Restated Joint Powers Agreement for CONFIRE, as amended.](#)
- [BP 1.002, Adoption/Amendment of Policies.](#)
- [BP 6.001, Administrative Committee.](#)
- [AP 1.001, Administrative Committee Policy Establishment and Numbering.](#)
- [CONFIRE Personnel Rules.](#)

Revision History

Date	Action	Summary of Change	Approval Authority
04/29/2021	Adopted	Original policy adopted.	Board of Directors
[MM/DD/YYYY]	Revised	Added Personnel Rules and controlled-document hierarchy references; updated Director terminology while preserving the existing allocation of Board and Administrative Committee authority.	Board of Directors



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BP 2.003 Board Member Access to CONFIRE Records

Document Number	BP 2.003	Issue Date	4/04/2021
Title	Board Member Access to CONFIRE Records	Review Date	To Be Determined
Section	Series 2 - Board of Directors and Officers	Revision Date	To Be Determined
Policy Owner	Executive Administration / Board Clerk	Approved By	Board of Directors
Applicability			
Applicability	Members of the Board of Directors acting in their official CONFIRE capacity	Required Reviews	Executive Director; Board Clerk; Human Resources; Legal Counsel
Related Policy / Authority / Standards	Joint Powers Agreement; CONFIRE Personnel Rules, Rule 17; AP 2.005; California Public Records Act and applicable privacy law	Supersedes	BP 2.003, Board Member Access to CONFIRE Records, adopted 04/29/2021
Supersedes DRAFT FOR LEGAL, LABOR, AND GOVERNANCE REVIEW - NOT APPROVED			

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To make informed decisions, any member of the Board of Directors who is acting in ~~his/her~~ the member's official capacity as a CONFIRE Board Member shall have access to CONFIRE records as described below to assist ~~them~~ in performing official functions.

1. All requests for access to CONFIRE records shall be directed to the ~~CONFIRE~~ Executive Director or designee. If the ~~CONFIRE~~ Executive Director determines that there is a question regarding access to records, the Board Member who requested the records may present the request to the Board of Directors.
2. Requests by a Board Member for access to ~~Personnel Records~~ personnel records of employees; other than the ~~CONFIRE~~ Executive Director; shall be submitted to the Board Chairperson for consideration:
3. ~~Personnel Records of the CONFIRE Director and coordinated with Human Resources and legal counsel as appropriate. Access shall be open~~ limited to inspection by any member of the Board of Directors; information reasonably necessary for a lawful Board function and shall remain subject to applicable privacy, confidentiality, privilege, and closed-session requirements.
3. ~~Personnel records of the Executive Director may be inspected by a Board Member only when reasonably necessary to perform a lawful Board function. Such records shall be handled in accordance with applicable privacy, confidentiality, privilege, and closed-session requirements.~~
4. Nothing in this Policy grants an individual Board Member unrestricted access to confidential personnel information or independent authority over a CONFIRE employee.

Related Documents

- CONFIRE Personnel Rules, Rule 17 - Personnel, Medical, Recruitment, and Training Records.
- AP 2.005, Restricted Access to Personnel Information.
- BP 2.001, Board of Directors, Generally.

Revision History

Date	Action	Summary of Change	Approval Authority
04/29/2021	Adopted	Original policy adopted.	Board of Directors



CONFIRE Board Policy Manual

Date	Action	Summary of Change	Approval Authority
[MM/DD/YYYY]	Revised	Updated personnel-record access provisions to align with the CONFIRE Personnel Rules, Human Resources custody, and confidentiality requirements.	Board of Directors

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CONFIRE Board Policy Manual

BP 3.003 Board Actions and Decisions

Document Number	BP 3.003	Issue Date	4/04/2021
Title	Board Actions and Decisions	Review Date	To Be Determined
Section	Series 3 - Board Meetings	Revision Date	To Be Determined
Policy Owner	Executive Administration / Board Clerk	Approved By	Board of Directors
Applicability			
Applicability	Board of Directors and persons preparing matters for Board action	Required Reviews	Executive Director; Board Clerk; Legal Counsel
Related Policy / Authority / Standards	Joint Powers Agreement; BP 1.001; BP 6.001; BP 7.002; CONFIRE Personnel Rules	Supersedes	BP 3.003, Board Actions and Decisions, adopted 04/29/2021
Supersedes DRAFT FOR LEGAL, LABOR, AND GOVERNANCE REVIEW - NOT APPROVED			

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Actions by the Board include, by way of illustration and not limitation:

1. Adoption or rejection of regulations or policies;
2. Adoption or rejection of a resolution;
3. Approval or rejection of [any](#) contract or expenditure; [when Board approval is required](#).
4. Approval or rejection of [any](#) proposal ~~which that~~ commits CONFIRE funds or facilities [when Board approval is required](#), including [employment and dismissal of personnel](#); [and matters reserved to the Board by the Joint Powers Agreement, Board policy, the Personnel Rules, the adopted budget, a memorandum of understanding, compensation plan, or other controlling source](#).
5. Approval or disapproval of matters that require ~~or may require~~ [Board action before](#) CONFIRE or its employees ~~to may~~ take action ~~and/or~~ provide services.

Action ~~can only may~~ be taken [only](#) pursuant to the ~~terms of: (1) the Joint Powers Agreement in effect between the Parties to the Joint Powers Agreement; applicable law, and (2) these Policies.~~ In case of a conflict, the Joint Powers Agreement shall prevail. [Personnel and operational actions delegated to the Administrative Committee, Executive Director, or another authorized official do not require separate Board approval unless a controlling source expressly requires Board action.](#)

Related Documents

- [Joint Powers Agreement](#).
- [BP 6.001, Administrative Committee](#).
- [BP 7.001, Executive Director](#).
- [BP 7.002, CONFIRE Employees](#).
- [CONFIRE Personnel Rules](#).

Revision History

Date	Action	Summary of Change	Approval Authority
04/29/2021	Adopted	Original policy adopted.	Board of Directors



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<u>Date</u>	<u>Action</u>	<u>Summary of Change</u>	<u>Approval Authority</u>
<u>[MM/DD/YYYY]</u>	<u>Revised</u>	<u>Clarified that Board action is required for personnel, expenditure, and operational matters only when reserved to or otherwise requiring Board approval.</u>	<u>Board of Directors</u>

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CONFIRE Board Policy Manual

BP 4.001 Finance

Document Number	BP 4.001	Issue Date	4-04/29/2021
Title	Finance	Review Date	To Be Determined
Section	Series 4 - Finance	Revision Date	To Be Determined
Policy Owner	Finance / Executive Administration	Approved By	Board of Directors
Applicability			
Applicability	Board of Directors, Administrative Committee, Executive Director, Finance, and authorized administrative service providers	Required Reviews	Executive Director; Finance; Legal Counsel
Related Policy / Authority / Standards	Joint Powers Agreement; BP 4.003; BP 4.004; BP 6.001; CONFIRE Personnel Rules	Supersedes	BP 4.001, Finance, adopted 04/29/2021
Supersedes DRAFT FOR LEGAL, LABOR, AND GOVERNANCE REVIEW - NOT APPROVED			

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Generally

- The fiscal year of CONFIRE shall commence on July ~~1st~~ and conclude on June 30.
- The CONFIRE budget for each coming fiscal year shall be processed as follows:
 - The Executive Director shall submit a draft budget to the Administrative Committee on or before the February Administrative Committee meeting of each year.
 - The Administrative Committee shall adopt a tentative budget on or before March 1 of each year and forward the same to the Board of Directors for review.
 - The Board of Directors shall adopt the annual budget for CONFIRE not later than May 1 of each year.
 - Upon adoption, copies shall be mailed immediately provided to the Chief Administrative Officer of each Party to the Joint Powers Agreement and each Contracting Agency.
 - The annual budget shall include the necessary funds with which CONFIRE shall obtain and maintain worker's workers' compensation and liability insurance to fully protect CONFIRE and each of the Parties to the Joint Powers Agreement. Said~~Such~~ insurance shall be obtained and maintained in force at all times during the effective term of this~~the~~ Agreement.

Administrative Matters

- The San Bernardino County Fire Protection District ("San Bernardino County FPD") shall provide administrative and support services~~service~~ functions to CONFIRE consisting of personnel administration and human resources administrative support, facility site usage, purchasing, payroll, and related functions as authorized by applicable agreement and budget. These services are service-provider functions only and do not transfer CONFIRE's employer, appointing, disciplinary, classification, labor-relations, or official personnel-record authority to the County or any other service provider.
- Reimbursement to the San Bernardino County FPD for services shall be based upon a cost percentage rate to be determined for the following fiscal year budget. The cost percentage rate shall be given to the Executive Director in writing from the San Bernardino County FPD no later than April 1 preceding the forthcoming fiscal year budget. It is stipulated that the percentage rate charged by the San Bernardino County FPD shall not be applied to the following expense items of any approved fiscal year budget appropriation:
 - The expense of the applied percentage rate.



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- b. Capital Outlay or improvement items.
- c. Contract Maintenance items to include telephone expense items.

Additional Services Charges/Other Costs and Expenses

1. The activities of CONFIRE shall be financed by a cost sharing formula which shall require a proration among the Parties to the Joint Powers Agreement.

Expenditures made and indebtedness incurred by CONFIRE relating to special equipment and services shall be paid entirely by the Party to the Joint Powers Agreement involved. Facility ~~and~~ rental and/or space utilization shall be a separate item approved in CONFIRE's annual budget.

2. The Administrative Committee shall recommend the cost-sharing charge for each Party to the Joint Powers Agreement in an amount sufficient to provide the funds required by the budget. The Administrative Committee shall fix membership assessments; and shall cause the Chief Administrative Officer of each Party to the Joint Powers Agreement to be informed of ~~his/her~~the agency's charge on or before April 1 of each year.

Contracts, Loans, Checks and Deposits

1. The Administrative Committee may authorize any officer or officers, agency or agents, to enter into any contract or to execute and deliver any instrument in the name of and on behalf of CONFIRE, and such authority may be general or confined to specific instances.
2. No loans shall be contracted on behalf ~~of CONFIRE~~of CONFIRE and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Administrative Committee. Such authority may be general or confined to specific instances.
3. All checks, drafts, or other orders for the payment of monies, notes, or other evidences of indebtedness issued in the name of CONFIRE shall be signed by such officer or officers, agent or agents, of CONFIRE and in such manner as shall from time to time be determined by the Administrative Committee.
4. All funds of CONFIRE not otherwise encumbered shall be deposited, from time to time, to the credit ~~of CONFIRE~~of CONFIRE in such banks, trust companies, or other depositories by the Treasurer with the consent of the Administrative Committee.

Related Documents

- [BP 4.003, Contracts, Loans, Checks and Deposits.](#)
- [BP 4.004, Purchasing Procedures/Procurement.](#)
- [BP 6.001, Administrative Committee.](#)
- [CONFIRE Personnel Rules, Rules 2 and 17.](#)

Revision History

Date	Action	Summary of Change	Approval Authority
04/29/2021	Adopted	Original policy adopted.	Board of Directors
[MM/DD/YYYY]	Revised	Updated Director terminology and clarified that County or third-party personnel/payroll support is a service-provider function that does not transfer CONFIRE employer authority.	Board of Directors



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BP 6.001 Administrative Committee

Document Number	BP 6.001	Issue Date	[4/04/29/2021]
Title	Administrative Committee	Review Date	To Be Determined
Section	Series 6 - Administrative Committee	Revision Date	To Be Determined
Policy Owner	Executive Administration / Board Clerk	Approved By	Board of Directors
Applicability			
Applicability	Board of Directors, Administrative Committee, Executive Director, and CONFIRE management	Required Reviews	Executive Director; Board Clerk; Legal Counsel
Related Policy / Authority / Standards	Joint Powers Agreement; AP 1.001; AP 2.001; BP 7.001; CONFIRE Personnel Rules	Supersedes	BP 6.001, Administrative Committee, adopted 04/29/2021
Supersedes DRAFT FOR LEGAL, LABOR, AND GOVERNANCE REVIEW - NOT APPROVED			

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1. There is hereby established an Administrative Committee of CONFIRE, which shall be organized and be responsible for the functions hereinafter set forth.
2. Each Party to the Joint Powers Agreement, or an amended Joint Powers Agreement, shall be entitled to one (1) seat on the Administrative Committee for each Chief Officer or Executive of the public agency's departments which share in the CONFIRE System.
3. The Executive Director shall be the Secretary to the Administrative Committee, as a non-voting member.
4. The operations of CONFIRE shall be conducted under the direction and supervision of the Administrative Committee. Except as specifically excepted herein, no contract or other obligation of CONFIRE shall be binding unless approved or ratified by the Administrative Committee.
5. The Administrative Committee may establish rules for its own procedures and have such express or implied authority as is not inconsistent with or contrary to the laws of California, these Policies, or the Joint Exercise of Powers Act of the Government Code of the State of California.
6. Regular meetings of the Administrative Committee shall be held as required but not less than quarterly each year. Special meetings of the Administrative Committee may be called by its Chairperson, or by a member of the Administrative Committee. The time, date, and location of regular meetings of the Administrative Committee shall be determined by the Administrative Committee. The Secretary shall cause to be delivered to each member agency at least five (5) calendar days prior to the meeting; an agenda and written notice calling a meeting of the Administrative Committee.
Meetings of the Administrative Committee must comply with the Brown Act.
7. The Administrative Committee Chairperson shall be the principal executive presiding officer of the Agency Administrative Committee and shall be authorized to execute documents and instruments on behalf of the Agency and in general CONFIRE as provided by the Joint Powers Agreement, Board policy, Administrative Committee policy, or other controlling authority. The Chairperson shall perform all duties incident to the office of Chairperson and such other duties as may be prescribed by the Board of Directors He/she or Administrative Committee. The Chairperson shall serve a one (1) year term as Chairperson and shall be elected to that position annually by the members of the Administrative Committee.
8. The Administrative Committee shall have the authority to contract with other governmental bodies for use of CONFIRE facilities, equipment, and programs and to establish appropriate charges therefore therefor.



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9. The Administrative Committee shall have the following duties:

- Within the limits fixed by an approved budget, the Administrative Committee shall conduct the operation of CONFIRE.
- Direct the preparation of the proposed annual budget. Following approval ~~thereof~~ by the Administrative Committee, the proposed budget shall be submitted to the Board of Directors. After adoption of the annual budget by the Board of Directors, the Administrative Committee shall control ~~all~~ expenditures in accordance with ~~such~~the budget.
- The Administrative Committee shall have the power to expend funds in accordance with the adopted budget.
- At each regular meeting of the Board of Directors, the Administrative Committee shall report budget and financial transactions since the previous regular meeting.

10. The Administrative Committee, through the Executive Director, shall present a full report of its activities at each regular meeting of the Board of Directors.

11. ~~The Administrative Committee shall, as~~As provided by the approved budget, ~~and applicable compensation authority, the Administrative Committee shall have the authority to hire, fix the salary of~~appoint, evaluate, discipline, and remove the Executive Director. and to establish the Executive Director's compensation or employment terms within the authority provided by the Joint Powers Agreement, Board-approved compensation structure, employment agreement, or other controlling source.

Related Documents

- [Joint Powers Agreement.](#)
- [AP 1.001, Administrative Committee Policy Establishment and Numbering.](#)
- [AP 2.001, Executive Director - Duties and Responsibilities.](#)
- [BP 7.001, Executive Director.](#)
- [CONFIRE Personnel Rules.](#)

Revision History

Date	Action	Summary of Change	Approval Authority
04/29/2021	Adopted	Original policy adopted.	Board of Directors
[MM/DD/YYYY]	Revised	Updated Executive Director terminology, removed conflicting use of "principal executive officer" for the Committee Chairperson, and aligned Executive Director personnel authority with the Personnel Rules and approved compensation authority.	Board of Directors



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BP 7.001-Director

Document Number	BP 7.001	Issue Date	4/04/29/2021
Title	Executive Director	Review Date	To Be Determined
Section	Series 7 - Employees/Personnel	Revision Date	To Be Determined
Policy Owner	Executive Administration / Board Clerk	Approved By	Board of Directors
Applicability			
Applicability	Executive Director, Board of Directors, Administrative Committee, and CONFIRE management	Required Reviews	Executive Director; Administrative Committee; Legal Counsel
Related Policy / Authority / Standards	Joint Powers Agreement; BP 6.001; AP 2.001; CONFIRE Personnel Rules	Supersedes	BP 7.001, Director, adopted 04/29/2021
Supersedes DRAFT FOR LEGAL, LABOR, AND GOVERNANCE REVIEW - NOT APPROVED			

1. The Executive Director shall perform such the duties assigned by the Joint Powers Agreement, the Administrative Committee, applicable Board and Administrative Committee policies, the CONFIRE Personnel Rules, any applicable employment agreement, and other controlling authority.
2. The Executive Director shall provide day-to-day executive leadership for CONFIRE and, consistent with the Personnel Rules, shall serve as shall be the Appointing Authority for CONFIRE employees other than the Executive Director. The Executive Director shall administer operations and personnel within the approved budget and delegated by the Administrative Committee authority.
23. The Executive Director shall attend all Board of Directors and Administrative Committee meetings as required and give shall provide advice on technical matters.
3. The Director shall participate in the Technical and Operations Committee. He/she shall provide to the Administrative Committee, reports, and recommendations on concerning CONFIRE operations and problems associated with the daily operation and maintenance of CONFIRE administration.
4. The Director shall review jointly with the Administrative Committee all bid specifications for the purchase of all communications equipment prior to issuance and equipment modifications by member agencies. 4. Additional duties and responsibilities may be established by Administrative Committee policy, employment agreement, class specification, written delegation, or administrative procedure consistent with controlling authority. Nothing in this Policy limits other lawful duties or authority assigned to the Executive Director.

Related Documents

- Joint Powers Agreement.
- BP 6.001, Administrative Committee.
- AP 2.001, Executive Director - Duties and Responsibilities.
- CONFIRE Personnel Rules, Rule 2.

Revision History

Date	Action	Summary of Change	Approval Authority
04/29/2021	Adopted	Original Director policy adopted.	Board of Directors



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Date	Action	Summary of Change	Approval Authority
[MM/DD/YYYY]	Revised	Replaced obsolete communications-specific Director duties with the current Executive Director governance and personnel-administration framework	Board of Directors

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BP 7.002 CONFIRE Employees

Document Number	BP 7.002	Issue Date	[4/04/2021]
Title	CONFIRE Employees	Review Date	To Be Determined
Section	Series 7 - <u>Employees/Personnel</u>	Revision Date	To Be Determined
Policy Owner	<u>Human Resources / Executive Administration</u>	Approved By	Board of Directors
Applicability			
Applicability	<u>All CONFIRE employees and officials exercising employer authority</u>	Required Reviews	<u>Executive Director; Human Resources; Legal Counsel; Labor Relations</u>
Related Policy / Authority / Standards	<u>Joint Powers Agreement; BP 6.001; BP 7.001; CONFIRE Personnel Rules; applicable MOUs; Exempt Compensation Plan</u>	Supersedes	<u>BP 7.002, CONFIRE Employees, adopted 04/29/2021</u>
Supersedes <u>DRAFT FOR LEGAL, LABOR, AND GOVERNANCE REVIEW - NOT APPROVED</u>			

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- CONFIRE employees are employed by and under the authority of CONFIRE. As such CONFIRE retains the authority to approve all benefits and privileges that may accrue to CONFIRE employees. However, CONFIRE employees The employment relationship shall be entitled to all benefits and privileges secured by Special Districts employees as provided by the Personnel Rules and Regulations of the Special Districts Department, but subject to the approval of, and the organizational lines of authority contained within CONFIRE as structured by administered in accordance with applicable law, the Joint Powers Agreement and Policies, Board and Administrative Committee policies, the CONFIRE Personnel Rules, applicable memoranda of understanding, Board-approved compensation plans, employment agreements, and other controlling sources.
- The duties of, and the organizational authority over the Director are stipulated in previous articles within these Policies. The Director is also authorized to establish a non-management line of supervision to assist him/her in the day-to-day communications CONFIRE operations which include delegation of certain personnel management procedures and supervision. Therefore, non-management personnel shall follow the organizational lines of authority as defined by the Director and set forth within these Policies.
- Benefits and privileges of CONFIRE employees shall be associated with the following representation units for the employees of the Special Districts Department:
 - Director: A County Fire Department recognized Management employee. No representation.
 - Administrative Technician and all Communications employees. The same as the Special Districts recognized non-safety group.
- Paragraph 3 above does not obligate CONFIRE to recognize the representation units associated with the Office of Special Districts for any separate meet and confer matters. However, should employees exercise their rights to secure separate representation units under Employer/Employee Organizations guidelines as set forth in the Government Code of the State of California, Section 3500 et seq., and such representation units are officially recognized by CONFIRE, then Paragraph C et al., of this Policy shall defer to that agreement between the employees and CONFIRE.
- The Office of Special Districts Personnel Office shall immediately provide the Director with all ratified Memoranda of Understanding (MOU) that affects employees' benefits and privileges. Upon



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receipt of such MOU(s) the Director will request a special joint meeting of the Administrative Committee and Board of Directors for determination. 2. The CONFIRE Personnel Rules establish the baseline personnel system, including classified and unclassified service, appointments, recruitment and selection, probation, performance management, personnel actions, discipline, due process, records, and rule administration. A valid memorandum of understanding or Board-approved compensation plan controls a conflicting provision within its lawful and stated scope.

3. The Executive Director is the Appointing Authority for all CONFIRE employees other than the Executive Director and may exercise personnel authority within the approved budget, staffing authorization, classification and salary framework, and delegated authority. Human Resources shall administer and support the personnel system under the direction of the Executive Director.

4. The Board retains approval authority over the annual budget, the Personnel Rules, Board-approved compensation plans, memoranda of understanding, and other employment matters expressly reserved to the Board by the Joint Powers Agreement, Board policy, the Personnel Rules, or another controlling source.

5. County or third-party administrative, payroll, benefits, or human resources services provided to CONFIRE are service-provider functions only. Such services do not transfer CONFIRE's employer, appointing, disciplinary, classification, labor-relations, or official personnel-record authority unless expressly authorized by a controlling written agreement consistent with law.

Related Documents

- [CONFIRE Personnel Rules.](#)
- [BP 6.001, Administrative Committee.](#)
- [BP 7.001, Executive Director.](#)
- [Applicable memoranda of understanding.](#)
- [CONFIRE Exempt Compensation Plan.](#)

Revision History

Date	Action	Summary of Change	Approval Authority
04/29/2021	Adopted	Original policy adopted.	Board of Directors
[MM/DD/YYYY]	Revised	Removed obsolete County Special District personnel-rule and representation-unit references; aligned CONFIRE employer authority, Appointing Authority, service status, and controlling employment sources with the Personnel Rules.	Board of Directors



PERSONNEL RULES

PROPOSED FOR ADOPTION

Presented to the
CONFIRE Board of Directors
September 22, 2026

Proposed Effective Date: September 22, 2026

Applicable to employees of Consolidated Fire Agencies JPA in accordance with the scope and controlling-authority provisions of these Rules.

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RULE 1

GENERAL PROVISIONS, SCOPE, DEFINITIONS, AND DOCUMENT HIERARCHY

1.1 Purpose

These Personnel Rules establish the baseline system for the administration of public employment by Consolidated Fire Agencies JPA (“CONFIRE”). The Rules define employment categories, merit-based recruitment and selection, classification administration, appointments, probation, performance management, personnel actions, separation, layoff, discipline, due process, personnel records, management rights, employee rights, and rule administration.

The Rules are intended to support effective public service, consistent treatment, operational accountability, lawful personnel administration, and clear allocation of authority.

1.2 Scope

CONFIRE is a separate public entity and administers its own personnel system under the authority established by the Joint Powers Agreement, applicable law, Board policies, applicable memoranda of understanding, and these Rules.

These Rules apply to represented CONFIRE employees except where a provision of an applicable memorandum of understanding expressly controls. They apply to exempt and other non-represented CONFIRE employees except where a controlling Board-approved compensation plan, employment agreement, or other governing authority provides otherwise.

These Rules do not apply to employees of member agencies, contracting agencies, subcontractors, vendors, or consultants. They also do not apply to independent contractors, volunteers, or other persons who are not CONFIRE employees unless a written agreement expressly makes a specific provision applicable to them.

1.3 Document Hierarchy and Conflicts

The following hierarchy governs interpretation and administration of these Rules, subject to the specific allocation of authority in the Joint Powers Agreement and applicable law:

1. Applicable federal and California law and the Third Amended and Restated Joint Powers Agreement.
2. Policies of the CONFIRE Board of Directors.
3. Policies of the Administrative Committee.
4. A valid memorandum of understanding, employment agreement, or Board-approved compensation plan within its lawful and stated scope.
5. These Personnel Rules.
6. Enterprise policies adopted under proper authority.
7. Departmental procedures, standard operating procedures, administrative practices, forms, and workflows.
8. The employee handbook, which is an informational summary and does not supersede a controlling source.

A valid memorandum of understanding controls a conflicting provision of these Rules for employees in the covered bargaining unit. These Rules continue to apply to nonconflicting matters and subjects not addressed by the memorandum of understanding. A compensation plan or individual employment agreement controls only within its lawful and expressly stated scope.

No procedure, handbook statement, past practice, supervisor representation, or administrative form may amend these Rules or create an employment right, benefit, status, or appeal not authorized by a controlling source.

1.4 Rules of Construction

- “Shall” is mandatory. “May” is permissive and confers discretion on the identified authority.
- A reference to a position includes an acting incumbent and a properly authorized designee when the context permits.
- Titles are descriptive. A change in organizational title does not invalidate a delegation if the successor position performs substantially the same function.
- Headings do not limit the substantive meaning of a provision.
- Unless otherwise stated, “day” means calendar day and “working day” means a day on which CONFIRE’s administrative offices are normally open.
- Time limits established by a controlling memorandum of understanding supersede different time limits in these Rules.

1.5 Definitions

Term	Definition
Administrative Committee	The Administrative Committee established by the Joint Powers Agreement and composed of the fire chief, or authorized alternate, of each member agency.
Appointing Authority	The Executive Director or a person to whom the Executive Director has delegated specified appointing authority in writing.
At-Will Employee	An employee whose employment may be ended by CONFIRE or the employee at any time, with or without cause or advance notice, subject to applicable law and any controlling written agreement.
Board	The CONFIRE Board of Directors established by the Joint Powers Agreement and composed of an appointed member of the elected body of each member agency.
Class or Classification	A group of one or more positions sufficiently similar in duties, responsibilities, authority, and qualification requirements to use the same class specification and salary range.
Class Specification	The Board-approved description of the representative duties, responsibilities, distinguishing characteristics, and minimum qualifications of a classification.

Term	Definition
Classified Service	Regular positions designated by the Board as eligible to attain regular status after successful completion of the applicable probationary period. A classified position may be represented or non-represented.
Compensation Plan	A Board-approved plan establishing compensation, benefits, and employment provisions for identified unrepresented or exempt classifications.
Contingent Appointment	A PSE, temporary, extra-help, limited-term, on-call, intern, or similar appointment authorized by the Board, an applicable memorandum of understanding, a compensation plan, or another controlling written agreement. A contingent appointment is at-will, does not confer regular status, and does not create a right to conversion or future appointment to a regular position.
Controlling Source	Any applicable law, the Joint Powers Agreement, Board policy, Administrative Committee policy, memorandum of understanding, Board-approved compensation plan, employment agreement, or other legally binding agreement or authority that governs the matter at issue. When two or more sources apply, the source having superior legal or contractual authority controls to the extent of any conflict, as further provided in Rule 1.3.
Department or Division	An organizational component established by CONFIRE. The Executive Director may define administrative boundaries unless Board or Administrative Committee action is required.
Eligible Employee for Temporary Assignment	A current CONFIRE employee who has completed the required trainee or underfill period for the employee's current classification, is not serving in trainee or underfill status, meets the stated qualifications for the temporary assignment, and is otherwise eligible under the applicable memorandum of understanding or other controlling source. A probationary employee may be eligible unless prohibited by the applicable memorandum of understanding or the stated requirements of the assignment.
Employee	A person appointed to a CONFIRE position and paid through CONFIRE payroll. The term does not include independent contractors, employees of another entity, or volunteers unless expressly stated.
Enterprise Policy	Organization-wide directives that establish mandatory requirements, standards, responsibilities, or controls that apply across CONFIRE or to multiple departments, divisions, programs, or covered workforces. They are

Term	Definition
	used when a subject requires consistent administration beyond a single operational area.
Executive Director	The Executive Director of CONFIRE, including an acting Executive Director lawfully designated by the Administrative Committee.
Exempt Employee	An employee included in the Board-approved Exempt Compensation Plan. Exempt employees are unclassified and at-will. This definition is separate from any exemption under wage-and-hour law.
Human Resources	The CONFIRE Human Resources function, led by the HR Manager or successor position, and any properly authorized staff or service provider acting within delegated administrative authority.
Memorandum of Understanding or MOU	A Board-approved labor agreement between CONFIRE and an exclusively recognized employee organization.
Personnel Rules	These Board-adopted CONFIRE Personnel Rules, as amended.
Position	A group of assigned duties and responsibilities requiring the services of one employee or an authorized job-share arrangement.
Probationary Employee	An employee appointed to a regular classified position who has not completed the probationary period required by the controlling MOU and these Rules.
Public Service Employee or PSE	A contingent, at-will employee appointed under a Board-authorized program or position. A PSE does not attain regular status.
Qualified Candidate Pool	A group of applicants determined through an approved recruitment and assessment process to possess the qualifications required for consideration for appointment.
Regular Position	A full-time or part-time position authorized by the Board as part of the regular position complement. A regular position may be classified or unclassified.
Regular Status	The status obtained by an employee in the classified service after successful completion of the applicable probationary period. Regular status does not apply to at-will, PSE, temporary, extra-help, trainee-designated at-will, or other contingent employees.
Service Hours	Paid hours during an employee's regular tour of duty, up to 80 hours per pay period, excluding overtime, unpaid

Term	Definition
	time, disability payments, and other exclusions stated in the applicable MOU or compensation plan.
Unclassified Service	Positions and appointments designated as at-will by the Board, these Rules, a Board-approved compensation plan, or another controlling written agreement. Unclassified service does not confer regular status.
Working Day	A day on which CONFIRE's administrative offices are normally open, excluding CONFIRE-observed holidays.

RULE 2

PERSONNEL ADMINISTRATION AND DELEGATION

2.1 Executive Director

Consistent with the Joint Powers Agreement and applicable Board and Administrative Committee policies, the Executive Director is the Appointing Authority for all CONFIRE employees other than the Executive Director and is responsible for the administration and implementation of these Rules.

The Executive Director may exercise authority directly or through Human Resources, department or division leadership, or another properly authorized official. Nothing in this Rule expands or limits authority reserved to the Board or Administrative Committee by a controlling source.

2.2 Human Resources

Human Resources administers and supports the personnel system under the direction of the Executive Director and shall perform the functions assigned by these Rules, applicable law, governing policy, administrative procedure, or written delegation.

The assignment of a function to Human Resources or another official in these Rules identifies administrative responsibility for that function. It does not constitute an exclusive job description or limit the Executive Director's authority to assign, supervise, retain, or reassign responsibility, unless a controlling source provides otherwise.

2.3 Written Delegation

Unless a controlling source requires personal action by a specified official or governing body, authority under these Rules may be delegated in writing. A delegation shall identify the authority delegated and any conditions or limitations. It may be modified or revoked at any time and does not prevent the delegating authority from retaining or assuming the matter.

Routine administrative tasks may be assigned without a formal delegation when decision-making authority remains with the authorized official.

RULE 3

PUBLIC SERVICE STANDARDS, ETHICS, EQUAL EMPLOYMENT, AND EMPLOYEE RESPONSIBILITIES

3.1 Public Service

CONFIRE employees are public employees and shall faithfully perform their duties for the benefit of the public. Employees shall uphold the Constitution and laws of the United States and California, comply with lawful CONFIRE authority, act honestly and impartially, and place the public interest above personal interest in the performance of official duties.

3.2 Standards of Conduct

Employees shall perform assigned duties competently, safely, respectfully, and efficiently; exercise sound judgment; communicate truthfully; maintain required qualifications; cooperate with authorized officials and coworkers; and protect the continuity, security, and integrity of CONFIRE operations.

Employees shall comply with these Rules, applicable MOUs and compensation plans, enterprise policies, departmental procedures, lawful orders, professional standards, and conditions of employment. Detailed conduct expectations may be established in separate policies and procedures.

3.3 Equal Employment Opportunity

CONFIRE prohibits discrimination, harassment, retaliation, and denial of reasonable accommodation in violation of applicable law or CONFIRE policy. Employment decisions shall be based on job-related qualifications, performance, conduct, operational need, and other lawful considerations.

Complaints and accommodation requests shall be reported and processed under the applicable enterprise policy and procedure. Nothing in these Rules replaces a statutory complaint process or creates a duplicate grievance or appeal.

3.4 Conflicts of Interest and Outside Activities

Employees shall avoid financial, personal, family, business, political, or other interests that conflict with, impair, or reasonably appear to impair the impartial performance of official duties. Employees shall comply with applicable conflict-of-interest laws, CONFIRE's conflict-of-interest code, disclosure requirements, and outside-employment policies.

3.5 Professional Workplace Relationships

Employees shall prevent actual or perceived conflicts of interest, favoritism, or misconduct, and ensure that personal relationships do not interfere with CONFIRE's mission, supervision, decision-making, or workplace environment. By way of illustration and not limitation:

- Employees shall maintain professional relationships in the workplace.
- Personal relationships shall not adversely affect job performance, workplace morale, or Agency operations.
- Employees shall not use their positions to benefit individuals with whom they have a personal relationship.
- Employees shall not be involved in a romantic, dating, domestic, or familial relationship when a supervisory, evaluative, disciplinary, promotional, payroll, or financial conflict may arise.

- All employees remain subject to CONFIRE's policies regarding harassment, discrimination, retaliation, ethics, and conflicts of interest.

3.6 Confidential and Protected Information

Employees shall access, use, disclose, transmit, and retain confidential, privileged, medical, personnel, public-safety, protected health, security, and operational information only as permitted by law, authorized and required for official duties. Confidential information shall not be used for personal benefit or disclosed for an unauthorized purpose.

3.7 Public Property and Resources

CONFIRE property, systems, equipment, funds, records, credentials, vehicles, and supplies shall be used only for authorized purposes, subject to applicable enterprise policies. Limited incidental use may occur only where expressly authorized and shall not interfere with operations, create additional cost or risk, or violate law or policy.

3.8 Political Activity

Employees may participate in political activity on their own time and at their own expense as permitted by law and policy. Employees shall not use CONFIRE authority, resources, uniforms, insignia, work time, or confidential information for unauthorized political purposes and shall not represent personal political activity as an official CONFIRE position.

3.9 Disaster Service Worker Status and Oath

All CONFIRE employees are public employees and disaster service workers as provided by California law. Employees shall execute any oath or affirmation required by law and may be assigned disaster service activities by authorized officials.

3.10 Employee Responsibility

Employees are responsible for becoming familiar with and complying with the controlling employment documents made available by CONFIRE. Lack of knowledge does not excuse noncompliance when the employee had reasonable access to the requirement. Employees shall promptly update required contact, license, certification, and emergency information.

RULE 4

EMPLOYMENT CATEGORIES, SERVICE STATUS, AND POSITION AUTHORIZATION

4.1 Classification of Service

The Board assigns positions and appointments to the classified or unclassified service. Classification of service determines whether an employee may attain regular status and does not determine wage-and-hour exemption.

4.2 Classified Service

The classified service consists of regular positions designated by the Board as eligible to attain regular status. A classified position may be represented or non-represented. Appointment to a

classified position is probationary until the employee successfully completes the applicable probationary period.

A classified employee with regular status may be disciplined only for cause and is entitled to the due-process and appeal rights established by the applicable memorandum of understanding, these Rules, and applicable law.

4.3 Unclassified and At-Will Service

The unclassified service consists of positions and appointments designated as at-will by the Board, these Rules, a Board-approved compensation plan, or another controlling written agreement. It includes all classifications covered by the Exempt Compensation Plan, other non-represented classifications designated by the Board as at-will, Public Service Employees, and other contingent appointments.

Employees in the unclassified service do not attain regular status. Except for the Executive Director, who serves at the pleasure of the Administrative Committee, employees in the unclassified service serve at the pleasure of the Appointing Authority. At-will employment may be ended by CONFIRE or the employee at any time, with or without cause or advance notice, subject to applicable law and any controlling Board-approved compensation plan or written agreement.

A regular position may be unclassified. Authorization of a regular position, length of service, performance evaluations, or receipt of benefits does not alter at-will status.

4.4 Probationary Status

A probationary appointment is part of the selection process for the classified service. A probationary employee has not attained regular status in the appointed classification and may be released, returned, or otherwise acted upon as provided by the applicable MOU, these Rules, and law.

4.5 Trainee and Underfill Status

A trainee or underfill appointment permits appointment below the full working level of an authorized position for training, qualification, recruitment, or budgetary reasons. The appointment notice shall identify the classification, status, required qualifications, expected progression, applicable probation, and consequences of failure to qualify.

A trainee designated as at-will by a controlling MOU or appointment condition remains at-will until appointment to the higher classification and completion of any required probationary period.

4.6 Public Service Employees and Other Contingent Appointments

PSE and other contingent appointments may be made only within Board-authorized programs, positions, funding, or agreements. The appointment shall be documented in writing and shall state the expected duration or condition, work schedule if applicable, benefit eligibility, and at-will status. Contingent service does not confer regular status, seniority, displacement rights, or a right to future appointment.

4.7 Regular Positions and Position Control

The Board establishes the approved budget and any Board-approved staffing, classification, salary, and position-control framework. Within that framework, the Administrative Committee and Executive

Director may manage authorized positions and organizational assignments in accordance with their respective authority under the Joint Powers Agreement, governing policies, and other controlling sources.

Board approval is required when an action increases appropriations or authorized staffing, creates or abolishes a classification, establishes or changes an approved salary range, amends a Board-approved position-control schedule, or is otherwise reserved to the Board. Human Resources shall maintain the official position-control record.

4.8 No Unauthorized Status Change

No employee, supervisor, manager, recruiter, or administrative service provider may change an employee's service category, regular status, at-will status, bargaining-unit allocation, or appointment type except through the authority and documentation required by these Rules and controlling agreements.

RULE 5

CLASSIFICATION AND COMPENSATION ADMINISTRATION

5.1 Classification Plan

Human Resources shall maintain a classification plan covering all CONFIRE positions. Positions shall be allocated based on assigned duties, responsibilities, decision authority, supervision, organizational relationships, minimum qualifications, and other job-related factors. Classification is based on the position, not the personal qualifications or performance of an incumbent.

5.2 Class Specifications

Each classification shall have a Board-approved class specification. A class specification describes representative duties and minimum qualifications and does not restrict management from assigning related duties consistent with the classification. Class specifications are not individual job descriptions and do not create a guarantee that every listed duty will be assigned or that unlisted related duties will not be assigned.

5.3 New Positions and Reorganizations

Before establishing a new regular position or implementing a material reorganization, Human Resources shall review the proposed duties and recommend the appropriate classification, representation-unit allocation if applicable, salary range, service status, and organizational placement.

The Executive Director may implement position and organizational changes within the approved budget, staffing authorization, classification plan, salary schedule, and delegated authority. Administrative Committee or Board review and approval shall be obtained when required by the Joint Powers Agreement, governing policy, a budget or staffing amendment, or another controlling source.

5.4 Classification Review

A classification review may be initiated by the Executive Director, Human Resources, a department or division leader, an exclusively recognized employee organization, or an employee when permitted

by a controlling MOU or procedure. Human Resources may decline, defer, consolidate, or scope a request based on workload, prior studies, organizational change, incomplete information, or the absence of a material change in duties.

A review shall consider duties actually and regularly assigned, the nature and level of responsibility, organizational relationships, and qualification requirements. Volume of work, superior performance, length of service, or temporary duties alone do not establish reclassification.

5.5 Results of Classification Studies

Upgrading

A change to a classification with a higher salary range is an upgrading. An incumbent is not automatically appointed to the upgraded classification unless the applicable MOU, Board action, or approved waiver permits appointment. Otherwise, the position shall be filled through an authorized competitive or alternative appointment process.

Downgrading

A change to a classification with a lower salary range is a downgrading. Incumbent placement, salary treatment, eligibility-list placement, and other rights shall be governed by the applicable MOU or compensation plan. At-will employees do not acquire displacement or salary-retention rights through this Rule.

Technical Title Change

A title change without a material change in grade-determining duties, qualification requirements, or salary range is a technical title change and does not affect status, probation, or compensation unless the Board provides otherwise.

5.6 Compensation Administration

The Board approves salary ranges, compensation plans, and negotiated compensation. The Executive Director and Human Resources administer salary placement, progression, differentials, temporary assignment pay, and other compensation in accordance with the applicable MOU, compensation plan, Board action, and law. These Rules do not establish benefit levels, accrual rates, or payroll procedures.

5.7 Classification and Compensation Review

Represented employees and employee organizations shall use the classification, compensation, and representation-unit processes in the applicable MOU and labor law. Those processes control over this Rule.

An employee who is not covered by a classification or compensation review procedure in an applicable memorandum of understanding may submit a written request for administrative reconsideration of a classification allocation or salary-placement decision to Human Resources. Human Resources shall review the relevant duties, authority, approved salary range, and controlling plan and provide a written recommendation to the Executive Director. The Executive Director's administrative decision is final, subject to Board authority over classifications, salary ranges, positions, and compensation plans.

Administrative reconsideration does not create a hearing right, cause requirement, property interest, or guaranteed salary adjustment. For an at-will employee, administrative reconsideration does not create or limit continued-employment rights or otherwise alter at-will status.

RULE 6

RECRUITMENT AND EXAMINATIONS

6.1 Merit and Equal Opportunity

Recruitment and selection shall be job-related, fair, and designed to identify qualified candidates while supporting equal employment opportunity and operational needs. Political, personal, family, or other non-merit influence shall not control appointment decisions.

6.2 Recruitment Types

Human Resources may use one or more of the following recruitment types, as approved by the Executive Director or designee:

- Open recruitment available to all applicants who meet stated requirements.
- Promotional recruitment limited to eligible CONFIRE employees or a stated employee group.
- Continuous or periodic recruitment used to maintain a candidate pool for recurring needs.
- Lateral recruitment for applicants with qualifying experience in a comparable public or private classification.
- Trainee or underfill recruitment for appointment below the full working level.
- Qualifying recruitment or assessment for an employee required to demonstrate readiness for progression.
- Targeted recruitment for a specialized, urgent, or difficult-to-fill position.

6.3 Recruitment Announcements

A recruitment announcement shall identify the classification or assignment, representative duties, salary range, status, minimum qualifications, special conditions, application method, filing period, assessment method when known, and any requirement that must be satisfied before appointment or completion of probation. Human Resources shall determine appropriate outreach and posting based on the recruitment type and the controlling MOU.

6.4 Applications and Minimum Qualifications

Applicants are responsible for submitting complete and accurate information by the stated deadline. Human Resources shall determine whether an applicant meets the announced minimum qualifications and may require supporting documentation. Material falsification, omission, fraud, or failure to provide required information may result in disqualification, removal from a candidate pool, withdrawal of an offer, or discipline.

6.5 Examinations and Assessments

An examination is any reasonable and job-related method used to assess qualifications, knowledge, skills, abilities, competencies, fitness, or potential. Methods may include application review, structured interviews, written or performance exercises, simulations, assessment centers, work samples, supplemental questionnaires, experience ratings, reference checks, or other validated methods.

Human Resources is responsible for the integrity, consistency, security, and documentation of examinations. Subject-matter experts may participate under the direction of Human Resources. Examination materials and assessor identities shall remain confidential to the extent permitted by law.

6.6 Modification, Suspension, or Cancellation

Human Resources may modify, suspend, extend, reopen, or cancel a recruitment or examination when required by operational needs, insufficient competition, error, changed qualifications, budget constraints, organizational changes, or other good cause. Affected applicants shall receive reasonable notice when practicable. No applicant has a vested right to completion of a recruitment or appointment.

6.7 Direct Hire and Waiver of Competition

The Executive Director may authorize a direct hire or waive all or part of a competitive process upon written recommendation of Human Resources when one or more of the following exists:

- A critical operational need or emergency requires an expedited appointment.
- The position is difficult to recruit for or has produced insufficient qualified candidates.
- The position requires exceptional, specialized, or demonstrably unique qualifications.
- A candidate has recognized attainments directly related to the position, and competition would not materially improve the selection.
- A current or former employee has successfully performed the same or substantially comparable work, and direct appointment is permitted by a controlling MOU or plan.
- A trainee, underfill, temporary, or contingent employee is being considered for regular appointment after an authorized and competitively obtained assignment, when permitted by a controlling agreement.
- Another documented circumstance makes the full competitive process impracticable, and the appointment remains consistent with merit, equal opportunity, and labor obligations.

The written authorization shall identify the basis, candidate qualifications, position, appointment status, and any required labor notice. Direct hire and waiver authority shall not be used to evade a controlling MOU, unlawful discrimination requirements, or Board position authority.

6.8 Veterans Preference

CONFIRE shall provide lawful veterans preference in recruitment. Human Resources shall maintain an Executive Director-approved veterans preference procedure that identifies eligibility documentation and how preference is applied. Preference may provide priority consideration among substantially equally qualified candidates or other additional consideration that does not displace minimum qualifications or guarantee appointment.

RULE 7

QUALIFIED CANDIDATE POOLS, REFERRAL, AND SELECTION

7.1 Establishment of Qualified Candidate Pools

Human Resources may establish qualified candidate pools from applicants who successfully complete an approved recruitment and assessment. A pool may be open, promotional, lateral, trainee, transfer, layoff, reemployment, selective, or otherwise limited by job-related criteria stated in the announcement or authorization.

7.2 Duration and Use

The duration of a candidate pool shall be stated in the recruitment notice or pool-establishment record. Human Resources may extend, reactivate, merge, divide, or discontinue a pool based on operational need, pool quality, changes in qualifications, or a new recruitment. A pool may be used

for the announced classification and, with Human Resources approval, for a substantially comparable or lower classification.

7.3 Referral

Human Resources shall refer candidates based on the classification, required qualifications, assessment results, availability, work location, schedule, selective criteria, labor requirements, and other job-related factors. Referral does not guarantee an interview or appointment unless a controlling MOU or law provides otherwise.

7.4 Selection Interviews

The selecting authority should interview at least three qualified candidates when three are reasonably available. A selection may proceed with fewer candidates when Human Resources documents that the pool contains fewer than three available qualified candidates or reasonable efforts to obtain additional interviews were unsuccessful. For executive, specialized, direct-hire, reemployment, layoff, or other approved appointments, the Executive Director may authorize a different process.

Interview questions and selection criteria shall be job-related and administered consistently to candidates in substantially similar circumstances. Selection panels shall disclose actual or potential conflicts of interest and maintain confidentiality.

7.5 Selective Qualification and Referral

Human Resources may limit or prioritize referrals based on a documented job-related qualification, including required licensure, certification, language proficiency, schedule, work location, specialized technical skills, or security requirements. Selection criteria shall not be used to evade competition or to unlawfully discriminate.

7.6 Removal from a Candidate Pool

Human Resources may remove a candidate from a Pool. By way of illustration and not limitation, the following list provides reasons for removal::

- No longer meets minimum or legal requirements.
- Falsified or materially omitted information.
- Failed to participate in a required assessment, interview, background process, or availability inquiry.
- Declined appointment or repeated consideration under conditions stated in the recruitment notice.
- Cannot be contacted after reasonable efforts.
- Demonstrated unsatisfactory performance or conduct in a comparable CONFIRE assignment.
- Failed a required background, medical, psychological, credential, or other lawful preemployment condition.
- Requested removal or became unavailable.
- Was appointed to the position or a higher related classification.
- Is removed for another documented job-related reason consistent with law.

7.7 Selection Decision

The selecting authority may choose any referred candidate determined to be best qualified based on lawful, job-related factors. The highest assessment score or pool placement does not create an appointment right. Human Resources shall review selection documentation before final appointment when required by procedure or delegation.

RULE 8

APPOINTMENTS AND CONDITIONS OF EMPLOYMENT

8.1 Appointment Authority

An appointment is the authorized offer and acceptance of employment with CONFIRE. Only the Executive Director or a written designee may make or approve an appointment. An unauthorized promise or offer is not binding on CONFIRE.

8.2 Appointment Types

- Regular classified appointment: Appointment to a regular position in the classified service, subject to the applicable probationary period and controlling employment provisions.
- Regular unclassified appointment: Appointment to a regular position designated as at-will. A regular unclassified position does not confer regular status.
- Trainee or underfill appointment: appointment below the full working level under Rule 4.5.
- PSE or other contingent appointment: at-will appointment under Rule 4.6.
- Dual appointment: temporary appointment of a second employee to an occupied regular position for training, extended leave coverage, emergency, or other documented need.
- Acting or temporary assignment: an assignment that does not change the employee's underlying appointment unless expressly stated.

8.3 Written Appointment Notice

The employee shall receive written notice identifying the classification, department or division, appointment type, service status, salary placement, effective date, probation or trainee period. if applicable, the notice shall also specify the work location or schedule, special conditions, and the controlling MOU or compensation plan. Failure to provide timely notice does not change lawful status, but Human Resources shall promptly correct the record.

8.4 Preemployment Conditions

An appointment may be contingent upon verification of identity and work authorization; minimum qualifications; licenses, certifications, and references; a background investigation; medical or psychological fitness; drug testing when lawful; an oath; conflict disclosures; a driving record; security access; or other job-related requirements. Medical inquiries and examinations shall occur only when lawful and shall be maintained separately from personnel records.

8.5 Oath and Disaster Service

An employee shall execute the oath or affirmation required by California law before or upon entering service and shall acknowledge disaster service worker obligations.

8.6 Salary Placement

Initial salary placement shall be made in accordance with the applicable MOU, compensation plan, salary schedule, and delegated authority. An appointment above the entry step requires the approval and documentation specified by the controlling source. No employee may promise a salary outside an approved range or plan.

8.7 Dual Appointments

A dual appointment may be authorized by the Executive Director within an approved regular position when necessary for training, extended leave coverage, emergency operations, succession, or

transition. The written appointment shall define the status, duration, benefits, return rights, and the action to be taken when the underlying need ends. A controlling MOU governs any displacement or layoff right.

8.8 Change of Appointment

A change from contingent to regular, from trainee or underfill appointment to a regular classified appointment, from classified to unclassified, or to another appointment type requires written approval under these Rules and any controlling MOU. Prior service shall be credited only as expressly authorized.

RULE 9 PROBATION, TRAINEE, AND UNDERFILL APPOINTMENTS

9.1 Purpose

Probation is the final phase of the selection process for a classified appointment. It provides a period to evaluate conduct, capacity, reliability, judgment, skill, learning, productivity, compatibility with operational requirements, and overall suitability for regular status.

9.2 Length of Probation

The default probationary period is 2,080 service hours unless a controlling MOU specifies a different period. The MOU controls for employees in the covered bargaining unit. At-will employees do not acquire regular status by completing 2,080 hours or any other period.

9.3 Service-Hour Measurement

Probation is measured by service hours as defined in Rule 1 and the applicable MOU. Human Resources shall determine the completion date. Leave without pay and other excluded time do not count as service hours. Paid leave, modified duty, extended absence, or interrupted assignment may extend probation when permitted by the MOU or approved in writing to provide a reasonable evaluation period.

9.4 Probationary Evaluations

The supervisor shall provide timely feedback and documented evaluations during probation. Evaluations should occur early enough to identify concerns and again before completion. The absence of an evaluation does not automatically complete probation or confer regular status. Any release from probation, extension of probation, or return to a former classification must be approved and communicated in writing before the recorded probation completion date.

9.5 Extension, Waiver, or Early Completion

Probation may be extended, waived, or completed early only when permitted by the applicable MOU or, for an unrepresented employee, when approved by the Executive Director or designee after Human Resources review. Any action under this section must be documented in writing. Notice of an extension shall be provided to the employee before the scheduled completion date and shall state the revised completion date and the general reason for the extension.

9.6 Failure of Probation

A probationary employee who has not previously attained regular status in another CONFIRE classification may be released from the classified appointment without cause and without appeal except as provided by the applicable MOU or law. The release shall be documented in writing and shall not be characterized as formal discipline unless such discipline is imposed separately.

A promoted employee who previously held regular status may be returned to the former classification or a comparable classification as provided by the applicable MOU. Return from promotional probation does not preclude separate discipline for misconduct.

9.7 Trainee and Underfill Progression

The trainee or underfill plan shall state the qualifications, performance standards, training or certification requirements, maximum period if applicable, and method of progression. Progression is not automatic. Failure to qualify may result in return, reassignment, demotion, release, or separation, depending on status and the controlling MOU.

9.8 Attainment of Regular Status

An employee attains regular status only upon successful completion of the required probationary period in a classified position and confirmation in the official Human Resources record. Regular status applies to the classification, subject to any broader right established by the MOU.

RULE 10

PERFORMANCE MANAGEMENT

10.1 Purpose and Standards

Performance management establishes expectations, documents results, supports development, recognizes effective performance, identifies deficiencies, and provides a record for personnel decisions. Standards may address work quality, productivity, service, judgment, communication, leadership, teamwork, reliability, conduct, safety, learning, and job-specific competencies.

10.2 Management Responsibility

Supervisors and managers shall communicate expectations, observe performance, provide timely feedback, document significant performance, complete required evaluations, and take appropriate corrective or developmental action. Human Resources shall maintain evaluation standards and provide guidance.

10.3 Employee Responsibility

Employees shall meet established performance and conduct standards, participate in evaluations and development, seek clarification when expectations are unclear, maintain required qualifications, and make reasonable efforts to correct identified deficiencies.

10.4 Evaluation Frequency and Content

Employees in regular positions should receive a written evaluation at least annually and at other times required by an MOU, compensation plan, probation schedule, performance concern, promotion, assignment change, or management need. An evaluation shall identify the period

covered, standards, ratings or findings, supporting examples where appropriate, goals or expectations, evaluator, reviewer, and employee acknowledgment.

10.5 Employee Response

The employee shall be given an opportunity to review the evaluation, discuss it with the evaluator, and submit a written response for placement with the evaluation in the official personnel record. A signature acknowledges receipt, not agreement. Refusal to sign shall be documented and does not invalidate the evaluation.

10.6 Performance Improvement

Management may use coaching, training, counseling, a performance improvement plan, closer review, reassignment, or other appropriate measures. Corrective performance management is not formal discipline unless the document expressly imposes formal discipline. Failure to improve may support discipline or other personnel action consistent with status and controlling authority.

10.7 Use and Records

Performance records may be considered in probation, merit advancement, promotion, assignment, training, recognition, classification, discipline, layoff where permitted, reemployment, and other lawful personnel decisions. Evaluations and responses shall be maintained in accordance with Rule 17.

RULE 11

ASSIGNMENTS, PROMOTIONS, TRANSFERS, DEMOTIONS, AND RECLASSIFICATION

11.1 Management Assignment Authority

Subject to the applicable MOU and Board-authorized classifications, the Executive Director or designee may assign and reassign duties, work locations, schedules, supervisors, reporting relationships, projects, and organizational units to meet operational needs. An assignment does not change classification unless Human Resources determines that reclassification is required.

11.2 Temporary and Higher-Level Assignments

An employee may be temporarily assigned duties outside the normal assignment or at a higher level. Compensation, duration, selection, and return rights are governed by the applicable MOU or compensation plan. Temporary performance of duties does not automatically confer appointment, regular status, or reclassification.

A trainee or underfill employee is not eligible for a temporary higher-level, developmental, or similar assignment under this Section unless expressly authorized by a controlling memorandum of understanding or other written authority. A probationary employee may be considered for such an assignment when otherwise qualified and permitted by the applicable memorandum of understanding.

When a temporary higher-level, developmental, or similar assignment is filled through an announced expression-of-interest or competitive process, eligible employees shall be provided a reasonable opportunity to be considered, subject to the applicable memorandum of understanding, established qualifications, operational needs, and the authorized selection process.

11.3 Promotion

A promotion is an appointment to a classification with a higher salary range. Promotion shall normally result from an approved competitive, qualifying, direct-hire, or waiver process. Salary placement, probation, and return rights are governed by the applicable MOU or compensation plan.

11.4 Transfer and Reassignment

A transfer is an appointment or movement to another position in the same or a substantially equivalent classification. A reassignment is a movement within the same classification without a new appointment. Transfers and reassignments may be initiated by management or requested by an employee and are subject to qualifications, operational need, available positions, and the applicable MOU.

11.5 Voluntary Demotion

An employee may request an appointment to a classification with a lower salary range. Approval is discretionary and subject to a vacancy, qualifications, operational need, salary placement rules, probation, and the applicable MOU. A voluntary demotion does not create a right to return unless expressly approved in writing.

11.6 Disciplinary Demotion

A demotion imposed as formal discipline shall comply with Rules 15 and 16 and the applicable MOU. Salary placement shall be stated in the final order.

11.7 Reclassification

Reclassification is the allocation of a position to a different classification based on a classification study or recommendation by Human Resources. A reclassification may be approved by the Executive Director within the Board-approved classification plan, salary schedule, staffing authorization, and budget. Board approval is required when the reclassification creates or eliminates a classification, changes an approved salary range, increases authorized staffing, requires a budget amendment, or is otherwise reserved to the Board by a controlling source.

Reclassification is not a promotion, demotion, or disciplinary action, although implementation may result in an upgrading, downgrading, appointment process, salary change, or layoff treatment under Rule 5 and the applicable MOU.

11.8 Job Change and Change of Status

A job change or change of appointment shall be documented by Human Resources and may require recruitment, probation, salary determination, status notice, labor review, or Board action. No informal assignment changes service status.

RULE 12 LEAVES AND ABSENCE STATUS

12.1 Controlling Sources

Eligibility, accrual, compensation, scheduling, cash-out, substitution, and detailed administration of leave are governed by applicable law, the employee's MOU or compensation plan, Board action,

enterprise policy, and administrative procedure. These Rules establish only system-level authority and status principles.

12.2 Authorization and Documentation

Employees shall obtain approval for leave and provide notice and documentation as required by law and the applicable controlling source. CONFIRE may verify eligibility and designate leave as required by law. Unauthorized absence may be unpaid and may result in corrective or disciplinary action.

12.3 Protected Leave and Accommodation

CONFIRE shall administer protected leave, reasonable accommodation, pregnancy disability, military leave, workers' compensation leave, and related return-to-work obligations in accordance with current law and enterprise procedures. Medical information shall be handled in accordance with Rule 17.

12.4 Leave Without Pay

The Executive Director or designee may approve a discretionary leave of absence without pay when consistent with operational need, status, the applicable MOU or plan, and law. The approval shall state duration, benefit responsibility, return rights, effect on service hours and seniority, and any conditions. Discretionary leave does not guarantee a return unless the written approval states a right to return.

12.5 Compulsory Leave and Fitness for Duty

When objective information raises a reasonable concern that an employee cannot safely or effectively perform essential duties, CONFIRE may require a lawful fitness-for-duty evaluation, remove the employee from duty, place the employee on appropriate leave, impose work restrictions, or take other action consistent with law, accommodation obligations, the applicable MOU, and medical confidentiality.

12.6 Effect on Probation, Seniority, and Benefits

Unless specified in the applicable MOU, compensation plan or law, probation shall be extended by an employee's leave. No employee accrues a right through leave beyond the controlling source.

12.7 Return to Work

An employee returning from leave shall provide the required release or certification and, when applicable, participate in the interactive process. CONFIRE may require the employee to return to the same or an equivalent position where required by law, or may assign the employee consistent with restrictions, operational need, status, and the controlling agreement.

RULE 13

SEPARATION, RETIREMENT, AND REEMPLOYMENT

13.1 Resignation

An employee should submit a written resignation to the Executive Director or designee at least two weeks before the intended last day unless a shorter period is accepted. The resignation is effective

when accepted or on the stated date, whichever the appointing authority determines. Withdrawal requires written approval by the appointing authority.

A resignation alleged to have been obtained by fraud, duress, or coercion may be reviewed under applicable law and any controlling MOU. Retirement is a separation from active service and shall be processed in accordance with the applicable retirement system and plan documents.

13.2 Job Abandonment and Automatic Resignation

An employee who is absent for three consecutive scheduled working days without approved leave and without providing notice may be deemed to have abandoned the position. Before final separation, CONFIRE shall provide written notice of the proposed determination and a reasonable opportunity to explain the absence, unless the employee cannot be located after reasonable efforts.

The Executive Director or designee shall issue the final determination. An employee covered by an applicable memorandum of understanding may seek review through the process established by that agreement. A classified employee with regular status who is not covered by an MOU may seek review under Rules 15 and 16 when the action constitutes discipline. An at-will employee may request administrative reconsideration by the Executive Director, but reconsideration does not create cause, appeal, or continued employment rights.

13.3 Discharge and Release

Discharge of a regular classified employee for misconduct or performance is formal discipline governed by Rules 15 and 16 and the applicable MOU. Separation of an at-will, contingent, trainee-designated at-will, or probationary employee is governed by status, the appointment notice, the applicable MOU, and law and is not necessarily formal discipline.

13.4 Retirement

Employees are responsible for timely submitting retirement applications and elections. CONFIRE shall provide employment information required for retirement administration but does not guarantee eligibility, benefit calculations, tax treatment, or retirement-system determinations. A retired employee has no right to reemployment except as provided by law or a controlling agreement.

13.5 Reemployment

A former employee may be considered for reemployment through competitive recruitment, requalification, direct hire, layoff reinstatement, disability return, or another process authorized by an MOU, compensation plan, or law. Reemployment is discretionary unless a controlling source provides a mandatory right.

Restoration of salary, leave, service credit, seniority, probation, retirement contributions, or other terms occurs only as authorized by the applicable MOU, plan, retirement system, or written approval of the appointment.

Reemployment does not restore prior seniority or other service-based rights except as expressly provided by an applicable memorandum of understanding, law, compensation plan, or written appointment action.

13.6 Death of Employee

Upon an employee's death, CONFIRE shall process final pay, benefits, records, and agency property in accordance with law, plan documents, beneficiary designations, and administrative procedures.

RULE 14

LAYOFF, DISPLACEMENT, AND REINSTATEMENT

14.1 Applicability

This Rule establishes a default layoff framework. A controlling MOU or compensation plan supersedes conflicting provisions. Exempt, other at-will, PSE, and contingent employees do not have layoff, displacement, or reinstatement rights except as expressly provided by a controlling plan, agreement, or law.

14.2 Definition and Cause

Layoff is the involuntary separation or reduction in classification of a regular classified employee without fault of the employee because of abolition or reduction of positions, budget reduction, loss or change of funding, discontinuation or curtailment of work, reorganization, technology or method change, mandatory reinstatement, contracting or transfer of work, emergency, or another Board-determined operational reason.

14.3 Board and Executive Authority

The Board determines the number and classification of regular positions to be retained and approves the position reductions or reorganization requiring a layoff. The Executive Director prepares and implements the layoff plan with Human Resources and legal review. The plan shall identify the affected organizational unit, classifications, number of positions, proposed effective date, layoff order, displacement opportunities, special-qualification requests, and reinstatement treatment.

14.4 Avoidance and Mitigation

When practicable, CONFIRE may consider vacancy management, attrition, transfer, reassignment, voluntary reduction, reduced schedule, temporary assignment, retraining, or other lawful measures before separating a regular classified employee. Nothing requires CONFIRE to create a position, displace an at-will employee where prohibited by a controlling source, or take a measure inconsistent with operational need.

14.5 Notice

Affected employees and the recognized employee organization shall receive the notice required by the applicable MOU and law. For an employee not covered by a controlling notice provision, CONFIRE should provide at least 15 calendar days' written notice when practicable. The notice shall identify the reason, effective date, classification, status, and known displacement or reinstatement rights.

14.6 Order of Layoff

The layoff order shall be determined within the affected classification and organizational unit identified in the approved plan, in accordance with the applicable MOU. In the absence of a controlling MOU provision:

1. Contingent, PSE, temporary, extra-help, provisional, trainee-designated at-will, and other nonregular appointments performing substantially similar work may be ended before regular classified employees, unless operational or legal requirements justify otherwise.
2. Employees serving in acting or temporary higher assignments shall return to their underlying classifications before layoff rights are determined.

3. Probationary employees shall be laid off before employees with regular status in the same classification.
4. Employees with regular status shall be laid off in inverse order of seniority, measured from the most recent date of continuous service in a regular CONFIRE position, subject to approved special-qualification exceptions and tie-break procedures.

14.7 Displacement or Bumping

A regular classified employee designated for layoff may request displacement to a lower classification previously held with regular status, within the same functional job family, when the employee is qualified and has greater seniority than the least senior incumbent. Displacement shall not cross unrelated functional categories and shall not occur where a controlling MOU provides a different rule.

An employee displaced by another employee may exercise the same right if eligible. An employee who declines an available displacement may be separated but may retain reinstatement eligibility as provided by the controlling source.

14.8 Special-Qualification Exception

The Executive Director may recommend retaining an employee out of seniority order when documented special qualifications, licenses, certifications, experience, security access, language ability, or operational requirements are essential to the remaining work and cannot reasonably be met by a more senior employee. Human Resources and legal counsel shall review the request, and the required labor notice shall be provided. The Board shall approve an exception that materially changes the approved layoff order.

14.9 Reinstatement List

A regular classified employee laid off or involuntarily demoted shall be placed on a reinstatement list for the period and classifications established by the applicable MOU. In the absence of a controlling provision, the default period is two years from the effective date of layoff. Reinstatement priority shall be based on the approved layoff order and qualifications for the vacancy.

An employee may be removed from a reinstatement list for appointment, expiration, written request, repeated failure to respond, refusal of an equivalent appointment, loss of qualifications, or other cause stated in the notice. Restoration of salary, benefits, probation, and service credit is governed by the controlling MOU or appointment action.

14.10 Short-Term Emergency Reduction

When an emergency or short-term interruption requires a temporary reduction of not more than 15 consecutive working days, the Executive Director may implement a short-term layoff or furlough in an order reasonably related to operational need, subject to Board authority, labor obligations, applicable law, and any controlling MOU. Reasonable notice shall be provided when practicable.

RULE 15

CORRECTIVE AND DISCIPLINARY ACTION

15.1 Purpose and Applicability

Corrective and disciplinary action is intended to maintain lawful, safe, reliable, respectful, and effective public service. Formal discipline of a regular classified employee shall be for cause and shall comply with these Rules, the applicable MOU, and law. At-will, probationary, and contingent employees do not acquire cause or appeal rights through this Rule.

15.2 Corrective and Nonformal Action

Management may use coaching, instruction, training, counseling, performance improvement, a record of discussion, a memorandum of concern, or a written reprimand. Unless a controlling MOU provides otherwise, these measures are not formal discipline and are not subject to a disciplinary hearing. The employee may submit a written response for the personnel record.

15.3 Formal Discipline

Formal discipline may include suspension without pay, reduction in salary step for a stated period, disciplinary demotion, deduction from accrued leave when authorized by a controlling MOU, or dismissal. The final order shall state the action, effective date, causes, factual basis, and appeal rights.

15.4 Cause

Cause includes, but is not limited to, the following when supported by the facts and reasonably related to employment:

- Failure to meet reasonable performance, productivity, competency, reliability, or conduct standards.
- Neglect of duty, inattention, carelessness, or failure to perform assigned work.
- Insubordination, refusal to follow a lawful order, or violation of law, these Rules, an MOU, policy, procedure, or condition of employment.
- Dishonesty, fraud, falsification, material omission, misuse of records, or deception in employment or official duties.
- Unauthorized absence, excessive absenteeism or tardiness, abuse of leave, or failure to follow lawful attendance requirements.
- Discourteous, abusive, threatening, violent, discriminatory, harassing, retaliatory, or otherwise inappropriate treatment of the public or others.
- Unauthorized use, disclosure, removal, alteration, or destruction of confidential or official information.
- Misuse, theft, misappropriation, damage, or waste of public funds, property, equipment, credentials, systems, or time.
- Unsafe conduct, failure to follow safety requirements, or conduct creating an unreasonable risk to people, operations, security, or property.
- Possession, use, sale, or impairment by alcohol, controlled substances, or other intoxicants in violation of law or policy.
- Loss, suspension, restriction, or failure to maintain a required license, certification, clearance, qualification, or legal eligibility.
- Conflict of interest, incompatible outside activity, misuse of official position, or unauthorized political activity.
- Conduct on or off duty that has a sufficient nexus to CONFIRE operations, public trust, safety, working relationships, or the employee's ability to perform.
- Failure to cooperate in a lawful investigation or knowingly providing false or misleading information.

- Other conduct constituting good cause under the applicable MOU, law, or established public employment principles.

15.5 Progressive Discipline

CONFIRE supports the concepts of progressive discipline to provide employees with the opportunity and assistance to correct their deficiencies and/or unacceptable behavior. However, not all steps are appropriate in every circumstance. CONFIRE shall consider progressive discipline when determining the appropriate level of corrective or disciplinary action.

In determining the appropriate level of action, CONFIRE shall consider the seriousness of the conduct, prior notice and relevant disciplinary or corrective record, length and quality of service, consistency of treatment, mitigating and aggravating circumstances, potential for correction, and operational impact. By way of illustration and not limitation, progressive discipline is not required when the conduct: is serious; constitutes gross negligence, safety or operational risk; creates a loss of trust; or other circumstances that reasonably justify a higher level of action.

15.6 Authority

The Executive Director is the disciplinary authority and may impose any formal discipline. A written delegation may authorize specified managers to issue corrective actions, written reprimands, or limited suspensions, but dismissal and disciplinary demotion require Executive Director approval unless the Board has expressly approved a different delegation. Human Resources shall review proposed formal discipline before issuance.

15.7 Administrative Leave and Interim Measures

Pending investigation, due process, fitness review, or operational assessment, the Executive Director or designee may place an employee on paid administrative leave, temporarily reassign duties, restrict access, direct the employee not to contact specified persons, or impose other nondisciplinary interim measures. Unpaid emergency action may occur only when authorized by law, a controlling MOU, and Rule 16.

15.8 Investigations and Representation

Administrative investigations shall be conducted by authorized personnel in a manner reasonably designed to establish relevant facts. Employees shall cooperate and may have representation when provided by law or the applicable MOU. Investigation records shall be maintained and disclosed only as required by law.

RULE 16

PRE-DISCIPLINARY DUE PROCESS AND DISCIPLINARY APPEALS

16.1 Applicability

This Rule applies to the formal discipline of a regular classified employee who has a protected property interest in continued employment. The applicable MOU governs conflicting procedures, timelines, hearing officer selection, cost allocation, and finality. At-will, contingent, and probationary

employees are not entitled to these procedures unless required by law or a controlling written agreement.

16.2 Notice of Proposed Action

Before formal discipline becomes effective, CONFIRE shall provide written notice of the proposed action, the proposed effective date, the causes and factual allegations, and the substance of the materials relied upon. The notice shall identify the employee's opportunity to respond orally, in writing, or both to the Executive Director or designated Skelly officer before a final decision.

The employee shall be provided a reasonable response period under the circumstances and the applicable MOU. CONFIRE may redact or withhold information only as permitted by law while providing sufficient information for a meaningful response.

16.3 Skelly Response

The Skelly response is an opportunity to identify factual error, provide explanation or mitigation, challenge the proposed level of discipline, and submit relevant information. It is not an evidentiary hearing. The employee may be represented as provided by the applicable MOU or law.

The Executive Director may serve as the Skelly officer or may designate a manager, Human Resources professional, legal counsel, or other qualified person who has not served as the primary investigator or charging official. The Skelly officer shall consider the response and make or recommend the pre-disciplinary decision within delegated authority.

16.4 Emergency or Immediate Action

When immediate action is reasonably necessary to protect public safety, employees, property, evidence, systems, confidential information, or continuity of operations, CONFIRE may take interim action before the completion of the ordinary pre-disciplinary process, to the extent permitted by law and the applicable MOU. CONFIRE shall provide notice and an opportunity to respond as soon as practicable.

16.5 Final Order

After considering the response, the Executive Director may withdraw, modify, or impose the proposed discipline. A final order shall be in writing and state the action, effective date, causes, supporting factual findings or incorporated charges, and applicable appeal method and deadline. Service shall be made by a method reasonably calculated to provide actual notice.

16.6 Appeal Eligibility

A regular classified employee may appeal a dismissal, disciplinary demotion, suspension, or reduction in salary step as provided by the applicable MOU. Counseling, performance coaching, written reprimands, nondisciplinary administrative leave, probationary release, at-will separation, reassignment, or other actions are not appealable as formal discipline unless a controlling MOU, employment contract or law expressly provides otherwise.

16.7 Independent Hearing Officer

Appeals pursuant to this Rule shall be heard by an independent hearing officer, who shall conduct an evidentiary hearing unless a controlling MOU provides otherwise. For represented employees, the applicable MOU governs selection, authority, costs, and binding effect of the hearing officer's decision.

If no controlling MOU establishes a selection process, the Executive Director shall appoint an independent hearing officer through a neutral selection process, which may include use of a list supplied by a recognized mediation or arbitration service. The employee shall be provided a reasonable opportunity to object to the proposed hearing officer based on an actual conflict of interest, demonstrated bias, or other legally sufficient cause. Unless a controlling MOU provides that the decision is binding, the hearing officer shall issue written findings and a recommended decision to the Executive Director. The Executive Director shall issue the final administrative decision after reviewing the record and recommendation. The final decision shall identify the basis for any material departure from the recommendation.

16.8 Default Hearing Procedures

When the applicable MOU does not provide complete procedures, the following defaults apply:

- The employee shall file a written appeal within ten working days after service of the final order.
- The appeal shall identify the action challenged, disputed charges, requested remedy, and representative.
- The parties shall exchange witness lists and relevant exhibits before the hearing under a schedule set by the hearing officer.
- CONFIRE bears the burden of proving cause by a preponderance of the evidence.
- The hearing officer may administer oaths, rule on evidence, regulate the hearing, exclude cumulative or irrelevant evidence, and issue procedural orders.
- Each party may present evidence, call and cross-examine witnesses, make objections, and submit arguments.
- The technical rules of evidence do not apply, but the hearing shall be fundamentally fair, and the decision shall be based on reliable evidence in the record.
- When preservation of the hearing record is requested or required, CONFIRE shall arrange for and bear the reasonable cost of preserving the official hearing record through a certified reporter or other reliable recording method.
- A party requesting preparation of a certified transcript or additional copy of the record shall bear that cost unless otherwise required by law, an applicable memorandum of understanding, or written agreement of the parties.
- If a party requests a certified reporter when CONFIRE has arranged another reliable recording method, the requesting party shall bear the additional cost unless the parties otherwise agree in writing.
- The hearing officer may sustain, reduce, or recommend rescission of discipline and may recommend reinstatement, back pay, or other make-whole relief within lawful authority. The hearing officer may not add to or amend these Rules, an MOU, or Board policy.

16.9 Mediation and Settlement

The parties may agree to mediation or settlement at any stage. A mediator shall not serve as the hearing officer in the same matter unless all parties knowingly agree in writing. Settlement authority remains with the Executive Director and any other authority required by law, Board policy, or the MOU.

16.10 Finality and Judicial Review

A binding hearing officer decision under an MOU is final within the CONFIRE administrative process, subject to any Board approval expressly required by the MOU. When the hearing officer issues a recommendation, the Executive Director's written decision is the final administrative decision. Nothing in these Rules expands or limits judicial review established by law.

RULE 17

PERSONNEL, MEDICAL, RECRUITMENT, AND TRAINING RECORDS

17.1 Official Records Authority

Human Resources is the custodian of official personnel records and shall designate the official file systems and authorized custodians. Departmental working files shall contain only information necessary for current supervision and shall be transferred, retained, or destroyed in accordance with approved procedures and the records retention schedule.

17.2 Personnel Record Contents

Personnel records may include appointment and status records, compensation authorizations, performance evaluations, disciplinary and corrective documents, employee responses, training and certification records, leave and benefit authorizations that are not medical records, and other records relating to employment performance or history. Records shall be accurate, relevant, and maintained only as long as required or authorized.

17.3 Separate Confidential Records

Medical, psychological, genetic, accommodation, workers' compensation medical, fitness-for-duty, and other protected health information shall be maintained separately from the general personnel file with access limited to authorized persons. Investigation, background, examination, reference, labor relations, legal, and security records may also be maintained separately as required by law, privilege, confidentiality, or operational need.

17.4 Employee Access and Copies

Current and former employees, or their authorized representatives, may inspect and receive copies of personnel records relating to performance, education or training, or grievances as required by law, and the applicable MOU. Human Resources shall provide access at reasonable times and within the statutory period, subject to lawful verification, redaction, exclusions, location requirements, and copying costs.

Where a valid collective bargaining agreement lawfully establishes a different procedure, the agreement controls to the extent permitted by law. CONFIRE may provide broader access than the statutory minimum.

17.5 Employee Response and Accuracy Request

An employee may submit a written response to an evaluation, a disciplinary action, a counseling document, or other adverse material for placement in the record. The employee's response shall be maintained with, electronically linked to, or otherwise associated with the underlying document for as long as the underlying document is retained. When the underlying document is reviewed or relied upon in connection with a personnel decision, the employee's response shall be made available and considered with the underlying document.

An employee may also request correction of an objectively inaccurate factual entry. Human Resources may correct the error, attach the employee response, or deny the request with an explanation. A disagreement with management judgment does not require removal of the underlying record.

17.6 Confidentiality and Access

Personnel information shall be disclosed only to the employee or authorized representative; CONFIRE officials and service providers with a legitimate need to know; employee organizations entitled to relevant and necessary information under law; government agencies, courts, or others with lawful authority; or as otherwise permitted or required by law. Persons receiving access shall protect confidentiality and use the information only for the authorized purpose.

17.7 Recruitment and Examination Records

Applications, rating materials, assessor notes, examination questions, references, background records, and candidate information shall be maintained and disclosed under applicable law and procedure. Confidential examination content, letters of reference, preemployment records, identifiable assessor materials, and records exempted by law may be withheld or redacted.

17.8 Training Records

Training records shall identify the employee, provider, date and duration, core competencies or skills, and resulting certification or qualification when required by law. Departments shall promptly provide official training completion information to the designated record system.

17.9 Retention and Holds

Personnel records shall be retained for at least the period required by law and the approved records retention schedule. Longer retention applies when required by a retirement system, grant, workers' compensation law, litigation hold, audit, investigation, claim, subpoena, public records request, or other legal obligation.

Retention of a corrective or disciplinary record for legal, administrative, or records-retention purposes does not, by itself, determine whether or to what extent the record may be relied upon in a future personnel action. Permissible use, removal, or consideration of such records shall be governed by the applicable memorandum of understanding, law, and other controlling source.

17.10 Public Records and Privacy

CONFIRE shall evaluate requests for personnel information under the California Public Records Act and other applicable law, balancing public disclosure obligations, employee privacy, confidentiality, privilege, safety, and statutory exemptions.

RULE 18

MANAGEMENT RIGHTS

Except as expressly limited by law, the Joint Powers Agreement, Board policy, an applicable MOU, a compensation plan, or a written employment agreement, CONFIRE retains the exclusive right to manage its operations and workforce, including the right to:

- Determine mission, organization, services, levels of service, staffing, facilities, technology, methods, means, and work to be performed.
- Create, modify, combine, transfer, contract, discontinue, or reorganize functions and programs, subject to Board authority and labor obligations.
- Establish qualifications, recruit, select, hire, assign, schedule, direct, evaluate, train, promote, transfer, reassign, demote, lay off, discipline, and separate employees.

- Establish and enforce performance, conduct, security, safety, attendance, operational, and professional standards.
- Determine the number, location, assignment, and composition of the workforce and require overtime, emergency work, disaster service, standby, callback, or other assignments as lawfully authorized.
- Take necessary action in an emergency and maintain orderly, effective, efficient, secure, and continuous operations.

Exercise of a management right remains subject to any legally required notice, meet-and-confer obligation, due process, or Board action.

18.1 No Duplicate Remedies

An employee or employee organization may not obtain duplicate administrative review or inconsistent remedies for the same issue when a controlling MOU, statute, policy, or these Rules establishes an exclusive process. Human Resources may stay or close a duplicative internal matter while an external or controlling process is pending.

RULE 19

RULE ADMINISTRATION, AMENDMENT, TRANSITION, SEVERABILITY, AND EFFECTIVE DATE

19.1 Administration and Interpretation

The Executive Director is responsible for the administration and executive interpretation of these Rules. Human Resources shall issue administrative guidance and maintain official interpretations. An interpretation shall be consistent with law, the Joint Powers Agreement, Board and Administrative Committee policy authority, MOUs, and compensation plans and may not create a benefit or status reserved to the Board.

19.2 Amendment

Only the Board may adopt, amend, suspend, or repeal these Rules. Proposed amendments may be initiated by the Board, Administrative Committee, Executive Director, or Human Resources and shall undergo legal review and any required labor notice and meet-and-confer process before Board action.

19.3 Administrative Procedures

The Executive Director may approve procedures, forms, manuals, and workflows necessary to implement these Rules. Procedures shall be maintained separately, may be revised without amending the Rules when consistent with the controlling authority, and shall not create independent employment rights.

19.4 Temporary Administrative Direction

When immediate guidance is necessary due to a legal change, emergency, operational need, ambiguity, or a gap, the Executive Director may issue a temporary written administrative direction consistent with higher authority. A direction affecting a matter reserved to the Board shall be presented to the Board for review at the next practical opportunity. Labor obligations remain applicable.

19.5 Supersession

On the effective date, these Rules supersede the 1987 Personnel Rules for Board-Governed Special Districts solely as applied to CONFIRE. They do not amend or repeal the separate Joint Powers Agreement, Board Policy Manual, Administrative Committee Policy Manual, MOUs, compensation plans, enterprise policies, or procedures except through an authorized conforming action.

A reference in an existing CONFIRE document to the 1987 rules, a County personnel office, County appointing authority, or a civil service commission shall not transfer employer authority away from CONFIRE. Pending conforming amendment, the reference shall be interpreted to preserve the substantive right or administrative function, if any, without importing an obsolete County office or procedure, subject to legal and labor review.

19.6 Transition of Employees and Positions

Adoption of these Rules does not by itself change an employee's classification, salary, bargaining unit, leave balance, retirement participation, regular status, at-will status, probation credit, or appointment. Existing status shall continue under the controlling MOU, compensation plan, appointment record, and law unless changed by authorized action.

An employee serving probation on the effective date shall receive credit for qualifying service already completed and shall remain subject to the probation period in the controlling MOU or appointment. Existing candidate lists may be treated as qualified candidate pools for their remaining approved duration. Existing delegations remain effective only to the extent consistent with these Rules and shall be reissued when necessary.

19.7 Pending Matters

A disciplinary action, layoff, or other personnel matter pending on the effective date shall continue under the process in effect when initiated, when necessary to preserve negotiated or legal rights, unless all authorized parties agree to apply these Rules or counsel determines that current law requires a different process.

19.8 No Retroactive Creation or Elimination of Rights

These Rules shall not be construed to retroactively create a property interest, appeal, remedy, benefit, status, or limitation on at-will employment, or to eliminate a vested, negotiated, or statutory right. Transition questions shall be resolved by the Executive Director, in consultation with Human Resources and legal counsel, subject to the Board and labor authority.

19.9 Severability

If a provision of these Rules is held invalid or unenforceable, the remaining provisions shall remain effective to the fullest extent possible. The invalid provision shall be interpreted or revised to conform to controlling law and the Board's intent.

19.10 Effective Date

These Rules become effective on the date stated in the Board's adopting resolution after completion of required labor obligations and conforming actions. Human Resources shall publish the adopted Rules, maintain revision history, and provide employees reasonable electronic access.

APPENDIX A | STATUS AND APPLICABILITY FRAMEWORK

This appendix summarizes the drafting framework and is intended to remain consistent with the controlling MOU, compensation plan, appointment record, and Board action. It does not replace those sources.

Employee Group	Service	Status	Regular Status	Primary Controlling Source
Exempt Compensation Plan classifications, including PIO	Unclassified	At-will	No	Exempt Compensation Plan; Personnel Rules for nonconflicting baseline matters
Other non-represented classifications designated by the Board as at-will	Unclassified	At-will	No	Board action/appointment record; Personnel Rules
Non-represented classifications designated by the Board as eligible for regular status, if established	Classified	Probationary, then regular	Yes, after probation	Board action/appointment record; Personnel Rules
Miscellaneous, Supervisors, and Management Unit classifications	Classified regular positions	Probationary, then regular status as provided by MOU	Yes, after MOU probation	Current Teamsters MOU; Personnel Rules for nonconflicting matters
Emergency Services Unit classifications	Classified regular positions and MOU-defined trainee status	As specified by MOU	As specified by MOU	Current ESU MOU; Personnel Rules for nonconflicting matters
PSE and other contingent appointments	Unclassified/contingent	At-will	No	Appointment notice; applicable plan/policy; Personnel Rules

APPENDIX B | SOURCE AND AUTHORITY NOTES

Third Amended and Restated Joint Powers Agreement, effective March 23, 2021. Establishes CONFIRE as a separate entity, authorizes employment and pay schedules, and divides governance between the Board and Administrative Committee.

Policies of the Board of Directors of CONFIRE. Provide separate Board policy authority and existing hierarchy provisions. BP 7.001 and BP 7.002 require conforming modernization.

Policies of the Administrative Committee of CONFIRE. Provide separate delegated operational authority, Executive Director authority, classification, nondiscrimination, political activity, and personnel-record provisions. Personnel policies require conforming modernization.

2024-2027 Teamsters MOU for Miscellaneous, Supervisors, and Management Units. Controls represented classifications within its scope, including classification appeals, management and employee rights, grievances, layoff, probation, promotions, discipline, hearing officers, and personnel records.

2025-2028 Teamsters Emergency Services Unit MOU. Controls ESU classifications within its scope, including personnel records, employee and management rights, grievances, class-specific probation, trainee appointments, promotions, and reemployment.

CONFIRE Exempt Compensation Plan, July 2026. Controls compensation, benefits, and specified employment provisions for exempt at-will classifications and remains separate from these Rules.

1987 Personnel Rules for Board-Governed Special Districts. Used only as a historical subject inventory and source for baseline layoff, discipline, grievance, classification, recruitment, appointment, probation, and performance concepts. County offices and procedures are not retained.

San Bernardino County Personnel Rules, revised December 4, 2018. Used as a modernization reference only. County Civil Service Commission, certification machinery, and County authority are not adopted.

California Government Code sections 3500-3511. Meyers-Milias-Brown Act governing local public employer-employee relations and meet-and-confer obligations.

California Government Code section 3100. Declares public employees to be disaster service workers.

California Labor Code section 1198.5. Establishes minimum personnel-record inspection, copying, training-record, timing, location, retention, and remedy requirements, subject to statutory exceptions.

Skelly v. State Personnel Board (1975) 15 Cal.3d 194. Establishes pre-disciplinary due-process requirements for a public employee with a protected property interest in continued employment.

BOARD ADOPTION RECORD

The following fields are reserved for the final adoption package and are not operative in this draft.

Board Resolution	
Date Adopted	
Effective Date	
Administrative Committee Recommendation	
Labor Process Completed	
Legal Approval	

**CONSOLIDATED FIRE AGENCIES JPA
BOARD OF DIRECTORS**

RESOLUTION NO. 2026-04

**A RESOLUTION OF THE BOARD OF DIRECTORS OF CONSOLIDATED FIRE AGENCIES JPA
ADOPTING THE CONFIRE PERSONNEL RULES**

WHEREAS, Consolidated Fire Agencies JPA ("CONFIRE") is a separate public entity responsible for establishing and administering the personnel system applicable to its employees; and

WHEREAS, the 1987 Personnel Rules for Board-Governed Special Districts no longer reflect CONFIRE's current governance, workforce, organizational structure, or personnel administration; and

WHEREAS, CONFIRE has developed updated Personnel Rules specifically for its workforce, and the proposed Rules have undergone legal review and employee-organization review; and

WHEREAS, the Board of Directors desires to adopt the updated CONFIRE Personnel Rules as the controlling personnel framework for CONFIRE, subject to applicable law, memoranda of understanding, compensation plans, and other controlling authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Consolidated Fire Agencies JPA as follows:

- 1. Adoption.** The CONFIRE Personnel Rules attached as Exhibit A are hereby approved and adopted.
- 2. Supersession and Effective Date.** The Personnel Rules supersede the 1987 Personnel Rules for Board-Governed Special Districts as applied to CONFIRE and shall become effective upon adoption of this Resolution.
- 3. Implementation.** The Executive Director and Human Resources are authorized to implement and administer the Personnel Rules and to make non-substantive formatting, numbering, and cross-reference corrections that do not alter Board-approved substance, employee rights, or controlling agreements.
- 4. Controlling Authority.** The Personnel Rules shall be administered subject to applicable law, the Joint Powers Agreement, applicable memoranda of understanding, Board-approved compensation plans, and other controlling authority.
- 5. Severability.** If any provision of this Resolution or the Personnel Rules is held invalid, the remaining provisions shall remain in effect to the fullest extent permitted by law.

PASSED, APPROVED, AND ADOPTED this 22nd day of September 2026.

Chair, Board of Directors

Clerk of the Board



STAFF REPORT

DATE: September 22, 2026

FROM: Joe Barna
Deputy Executive Director

TO: Board of Directors

SUBJECT: BOARD POLICY AMENDMENTS RELATED TO THE PERSONNEL RULES

Recommended Action

Staff recommends that the Board approve revisions to seven Board Policies that conform the Board Policy Manual to the updated CONFIRE Personnel Rules and current governance structure. The proposed action would approve BP 1.001, BP 2.003, BP 3.003, BP 4.001, BP 6.001, BP 7.001, and BP 7.002 as presented and would allow the revised policies to take effect with the updated Personnel Rules.

Background Information

The updated Personnel Rules establish CONFIRE's baseline personnel system and require several existing Board Policies to be conformed to that framework. The affected policies were largely written around the former County Special District personnel rules structure, an earlier Director model, and broader assumptions about Board approval of personnel and operational actions.

These amendments are targeted conforming changes rather than a general rewrite of the Board Policy Manual. Existing language is retained wherever it remains compatible, and the proposed changes are limited to terminology, document hierarchy, personnel record access, employer authority, delegated decision-making, and the removal of obsolete County references.

The revisions preserve the existing separation of authority among the Board, Administrative Committee, Executive Director, and Human Resources. The Personnel Rules establish the baseline employment framework, while Board and Administrative Committee policies continue to control matters assigned to those governing bodies under the Joint Powers Agreement, applicable law, and other controlling sources.

The related Administrative Committee policies are being updated separately under the Administrative Committee's approval authority. Coordinating both sets of amendments allows the Board Policy Manual, the Administrative Committee Policy Manual, and the Personnel Rules to function as a single, consistent policy system without compromising the distinct authority of the two governing bodies.

The proposed Board policy amendments do not amend any memorandum of understanding, compensation plan, or individual employment agreement. An applicable MOU or other controlling

employment source continues to govern within its lawful and stated scope, and these policy revisions are intended to conform governance documents to the approved personnel framework rather than change negotiated employee rights.

Policy Revisions

BP 1.001 is revised to align the Board Policy Manual's hierarchy and terminology with the Personnel Rules and the current controlled-document system. The amendment adds the Personnel Rules and related controlled documents to the policy hierarchy, updates Executive Director terminology, and preserves the existing allocation of authority between the Board and Administrative Committee.

BP 2.003 is revised to preserve the Board's access to information needed for lawful Board functions while aligning personnel record access with Human Resources' custody and confidentiality requirements. The amendment removes the prior concept of unrestricted access to the Executive Director's personnel records and clarifies that personnel information remains subject to privacy, privilege, confidentiality, and closed-session requirements.

BP 3.003 is revised to clarify that personnel, expenditure, and operational matters require Board approval only when a controlling source reserves or requires Board action. The change removes language that could be read to require Board approval for routine personnel or operational actions already delegated to the Administrative Committee, Executive Director, or another authorized official.

BP 4.001 is revised to clarify that County or third-party human resources, payroll, and administrative support are service-provider functions and do not transfer CONFIRE's employer authority. The existing finance and budget framework remains intact, while the policy now distinguishes administrative support from CONFIRE's appointing, disciplinary, classification, labor relations, and official personnel record authority.

BP 6.001 is revised to modernize the Executive Director terminology and to align the Administrative Committee's authority over the Executive Director with the controlling governance and employment sources. The amendment also removes the conflicting use of the term "principal executive officer" for the Administrative Committee Chairperson and clarifies the Committee's authority to appoint, evaluate, discipline, and remove the Executive Director within the approved governance and compensation framework.

BP 7.001 is revised to replace obsolete communications-specific Director duties with the current Executive Director governance and personnel-administration role. The revised policy identifies the Executive Director as CONFIRE's day-to-day executive leader and Appointing Authority for employees other than the Executive Director, while reserving additional duties to the Joint Powers Agreement, the Administrative Committee policy, the employment agreement, the class specification, or lawful delegation.

BP 7.002 is revised to remove obsolete County Special District personnel-rule and representation-unit assumptions and to establish CONFIRE's current employment framework. The replacement language recognizes the Personnel Rules as the baseline system, preserves the controlling effect of applicable MOUs and Board-approved compensation plans, identifies the Executive Director as Appointing Authority, and confirms that outside administrative services do not transfer employer authority from CONFIRE.

Taken together, the seven amendments preserve the existing governance structure while removing provisions that would conflict with or undermine the updated Personnel Rules. Approving the policies as a coordinated package provides clearer lines of authority, reduces reliance on obsolete County structures, and ensures that Board policy and the Personnel Rules can be administered consistently from the effective date.

Financial Impact

Approval of these Board Policy revisions has no direct fiscal impact. The amendments clarify governance, personnel authority, and document hierarchy; any future staffing, compensation, benefit, or budget action that requires separate Board approval will continue to be brought forward through the applicable budget, MOU, compensation plan, or personnel process.

Attachments

1. BP 1.001 - Policy Establishment and Numbering
2. BP 2.003 - Board Member Access to CONFIRE Records
3. BP 3.003 - Board Actions and Decisions
4. BP 4.001 - Finance
5. BP 6.001 - Administrative Committee
6. BP 7.001 - Executive Director
7. BP 7.002 - CONFIRE Employees



CONFIRE Board Policy Manual

BP 1.001 Policy Establishment and Numbering

Document Number	BP 1.001	Issue Date	4/04/2021
Title	Policy Establishment and Numbering	Review Date	To Be Determined
Section	Series 1 - General	Revision Date	To Be Determined
Policy Owner	Executive Administration / Board Clerk	Approved By	Board of Directors
Applicability			
Applicability	Board members, Administrative Committee members, Executive Director, policy owners, and persons administering controlled CONFIRE documents	Required Reviews	Executive Director; Board Clerk; Legal Counsel
Related Policy / Authority / Standards	Joint Powers Agreement; BP 1.002; BP 6.001; CONFIRE Personnel Rules; AP 1.001	Supersedes	BP 1.001, Policy Establishment and Numbering, adopted 04/29/2021
Supersedes DRAFT FOR LEGAL, LABOR, AND GOVERNANCE REVIEW - NOT APPROVED			

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The Board of Directors ("Board") of the Consolidated Fire Agencies ("CONFIRE") establishes Policies to provide guidance concerning the conduct of CONFIRE within the jurisdiction of the Board of Directors to:

- Members of the CONFIRE Board ("Directors").
- Parties to the Joint Powers Agreement of CONFIRE ("Parties to the Joint Powers Agreement").
- The CONFIRE Executive Director.
- Members of the CONFIRE Administrative Committee.
- Agencies that contract with CONFIRE for dispatch and communications services ("Contracting Agencies"); and
- Members of the public.

The definitions in this Policy shall apply to all of the Policies of the Board of Directors. For personnel matters, terms defined in the CONFIRE Personnel Rules shall be applied consistently with those Rules unless a controlling Board policy provides otherwise.

Supersession

Any previously adopted policy that predates a Policy included in this Manual of Policies shall be superseded: to the extent of a conflict. In addition, this Manual of Policies shall supersede the pre-existing By-Laws of CONFIRE to the extent previously incorporated into Board policy.

Interpretation

1. In the event of a conflict between these Policies of the Board of Directors and the Joint Powers Agreement governing CONFIRE, the Joint Powers Agreement shall control.
2. In the event of a conflict between these Policies of the Board of Directors and a provision of the CONFIRE's Standard Operating Procedures, these Policies of the Board of Directors shall control the CONFIRE Personnel Rules, an enterprise policy, departmental procedure, standard operating procedure, administrative practice, form, job aid, or employee handbook provision, these Board Policies shall control as to matters within the responsibility of the Board, subject to applicable law and controlling agreements.
3. In the event of a conflict between these Policies of the Board of Directors and a memorandum of understanding ("MOU") entered into between CONFIRE and a duly recognized employee organization



CONFIRE Board Policy Manual

pursuant to the Meyers-Milias-Brown Act (~~Government Code Sections 3500-3510~~), the MOU shall control within its lawful and stated scope.

4. In the event of a conflict between these Policies of the Board of Directors and the Policies of the Administrative Committee, these Policies shall control as to matters within the responsibility of ~~this~~ the Board of Directors, and ~~those~~ the Policies of the Administrative Committee shall control as to ~~those~~ matters within the responsibility of the Administrative Committee.

Numbering

1. The first set of digits reflects the Series (i.e., General, Board of Directors and Officers, Board Meetings, Finance, etc.); ~~and~~.
2. The second set of digits reflects the Policy number; ~~and~~.
3. The third set of digits, if any, memorializes revisions to the Policy. Using this Policy as an example, 1.001.01 would reflect the first revision.

Related Documents

- [Third Amended and Restated Joint Powers Agreement for CONFIRE, as amended.](#)
- [BP 1.002, Adoption/Amendment of Policies.](#)
- [BP 6.001, Administrative Committee.](#)
- [AP 1.001, Administrative Committee Policy Establishment and Numbering.](#)
- [CONFIRE Personnel Rules.](#)

Revision History

Date	Action	Summary of Change	Approval Authority
04/29/2021	Adopted	Original policy adopted.	Board of Directors
[MM/DD/YYYY]	Revised	Added Personnel Rules and controlled-document hierarchy references; updated Director terminology while preserving the existing allocation of Board and Administrative Committee authority.	Board of Directors



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BP 2.003 Board Member Access to CONFIRE Records

Document Number	BP 2.003	Issue Date	4/04/2021
Title	Board Member Access to CONFIRE Records	Review Date	To Be Determined
Section	Series 2 - Board of Directors and Officers	Revision Date	To Be Determined
Policy Owner	Executive Administration / Board Clerk	Approved By	Board of Directors
Applicability			
Applicability	Members of the Board of Directors acting in their official CONFIRE capacity	Required Reviews	Executive Director; Board Clerk; Human Resources; Legal Counsel
Related Policy / Authority / Standards	Joint Powers Agreement; CONFIRE Personnel Rules, Rule 17; AP 2.005; California Public Records Act and applicable privacy law	Supersedes	BP 2.003, Board Member Access to CONFIRE Records, adopted 04/29/2021
Supersedes DRAFT FOR LEGAL, LABOR, AND GOVERNANCE REVIEW - NOT APPROVED			

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To make informed decisions, any member of the Board of Directors who is acting in ~~his/her~~the member's official capacity as a CONFIRE Board Member shall have access to CONFIRE records as described below to assist ~~them~~ in performing official functions.

1. All requests for access to CONFIRE records shall be directed to the ~~CONFIRE~~Executive Director ~~or designee~~. If the ~~CONFIRE~~Executive Director determines that there is a question regarding access to records, the Board Member who requested the records may present the request to the Board of Directors.
2. Requests by a Board Member for access to ~~Personnel Records~~personnel records of employees; other than the ~~CONFIRE~~Executive Director; shall be submitted to the Board Chairperson ~~for consideration~~:
3. ~~Personnel Records of the CONFIRE Director and coordinated with Human Resources and legal counsel as appropriate. Access shall be open~~limited to inspection by any member of the Board of Directors; information reasonably necessary for a lawful Board function and shall remain subject to applicable privacy, confidentiality, privilege, and closed-session requirements.
3. Personnel records of the Executive Director may be inspected by a Board Member only when reasonably necessary to perform a lawful Board function. Such records shall be handled in accordance with applicable privacy, confidentiality, privilege, and closed-session requirements.
4. Nothing in this Policy grants an individual Board Member unrestricted access to confidential personnel information or independent authority over a CONFIRE employee.

Related Documents

- CONFIRE Personnel Rules, Rule 17 - Personnel, Medical, Recruitment, and Training Records.
- AP 2.005, Restricted Access to Personnel Information.
- BP 2.001, Board of Directors, Generally.

Revision History

Date	Action	Summary of Change	Approval Authority
04/29/2021	Adopted	Original policy adopted.	Board of Directors



CONFIRE Board Policy Manual

Date	Action	Summary of Change	Approval Authority
[MM/DD/YYYY]	Revised	Updated personnel-record access provisions to align with the CONFIRE Personnel Rules, Human Resources custody, and confidentiality requirements.	Board of Directors

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CONFIRE Board Policy Manual

BP 3.003 Board Actions and Decisions

Document Number	BP 3.003	Issue Date	4/04/2021
Title	Board Actions and Decisions	Review Date	To Be Determined
Section	Series 3 - Board Meetings	Revision Date	To Be Determined
Policy Owner	Executive Administration / Board Clerk	Approved By	Board of Directors
Applicability			
Applicability	Board of Directors and persons preparing matters for Board action	Required Reviews	Executive Director; Board Clerk; Legal Counsel
Related Policy / Authority / Standards	Joint Powers Agreement; BP 1.001; BP 6.001; BP 7.002; CONFIRE Personnel Rules	Supersedes	BP 3.003, Board Actions and Decisions, adopted 04/29/2021
Supersedes DRAFT FOR LEGAL, LABOR, AND GOVERNANCE REVIEW - NOT APPROVED			

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Actions by the Board include, by way of illustration and not limitation:

1. Adoption or rejection of regulations or policies;
2. Adoption or rejection of a resolution;
3. Approval or rejection of [any](#) contract or expenditure; [when Board approval is required](#).
4. Approval or rejection of [any](#) proposal ~~which that~~ commits CONFIRE funds or facilities [when Board approval is required](#), including [employment and dismissal of personnel](#); [and matters reserved to the Board by the Joint Powers Agreement, Board policy, the Personnel Rules, the adopted budget, a memorandum of understanding, compensation plan, or other controlling source](#).
5. Approval or disapproval of matters that require ~~or may require~~ [Board action before](#) CONFIRE or its employees ~~to may~~ take action ~~and/or~~ provide services.

Action ~~can only may~~ be taken [only](#) pursuant to the ~~terms of: (1) the Joint Powers Agreement in effect between the Parties to the Joint Powers Agreement; applicable law, and (2) these Policies.~~ In case of a conflict, the Joint Powers Agreement shall prevail. [Personnel and operational actions delegated to the Administrative Committee, Executive Director, or another authorized official do not require separate Board approval unless a controlling source expressly requires Board action.](#)

Related Documents

- [Joint Powers Agreement](#).
- [BP 6.001, Administrative Committee](#).
- [BP 7.001, Executive Director](#).
- [BP 7.002, CONFIRE Employees](#).
- [CONFIRE Personnel Rules](#).

Revision History

Date	Action	Summary of Change	Approval Authority
04/29/2021	Adopted	Original policy adopted.	Board of Directors



CONFIRE Board Policy Manual

Date	Action	Summary of Change	Approval Authority
[MM/DD/YYYY]	Revised	Clarified that Board action is required for personnel, expenditure, and operational matters only when reserved to or otherwise requiring Board approval.	Board of Directors

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CONFIRE Board Policy Manual

BP 4.001 Finance

Document Number	BP 4.001	Issue Date	4-04/29/2021
Title	Finance	Review Date	To Be Determined
Section	Series 4 - Finance	Revision Date	To Be Determined
Policy Owner	Finance / Executive Administration	Approved By	Board of Directors
Applicability			
Applicability	Board of Directors, Administrative Committee, Executive Director, Finance, and authorized administrative service providers	Required Reviews	Executive Director; Finance; Legal Counsel
Related Policy / Authority / Standards	Joint Powers Agreement; BP 4.003; BP 4.004; BP 6.001; CONFIRE Personnel Rules	Supersedes	BP 4.001, Finance, adopted 04/29/2021
Supersedes DRAFT FOR LEGAL, LABOR, AND GOVERNANCE REVIEW - NOT APPROVED			

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Generally

- The fiscal year of CONFIRE shall commence on July ~~1st~~ and conclude on June 30.
- The CONFIRE budget for each coming fiscal year shall be processed as follows:
 - The Executive Director shall submit a draft budget to the Administrative Committee on or before the February Administrative Committee meeting of each year.
 - The Administrative Committee shall adopt a tentative budget on or before March 1 of each year and forward the same to the Board of Directors for review.
 - The Board of Directors shall adopt the annual budget for CONFIRE not later than May 1 of each year.
 - Upon adoption, copies shall be mailed immediately provided to the Chief Administrative Officer of each Party to the Joint Powers Agreement and each Contracting Agency.
 - The annual budget shall include the necessary funds with which CONFIRE shall obtain and maintain worker's workers' compensation and liability insurance to fully protect CONFIRE and each of the Parties to the Joint Powers Agreement. SaidSuch insurance shall be obtained and maintained in force at all times during the effective term of thisthe Agreement.

Administrative Matters

- The San Bernardino County Fire Protection District ("San Bernardino County FPD") shall provide administrative and support servicesservice functions to CONFIRE consisting of personnel administration and human resources administrative support, facility site usage, purchasing, payroll, and related functions as authorized by applicable agreement and budget. These services are service-provider functions only and do not transfer CONFIRE's employer, appointing, disciplinary, classification, labor-relations, or official personnel-record authority to the County or any other service provider.
- Reimbursement to the San Bernardino County FPD for services shall be based upon a cost percentage rate to be determined for the following fiscal year budget. The cost percentage rate shall be given to the Executive Director in writing from the San Bernardino County FPD no later than April 1 preceding the forthcoming fiscal year budget. It is stipulated that the percentage rate charged by the San Bernardino County FPD shall not be applied to the following expense items of any approved fiscal year budget appropriation:
 - The expense of the applied percentage rate.



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- b. Capital Outlay or improvement items.
- c. Contract Maintenance items to include telephone expense items.

Additional Services Charges/Other Costs and Expenses

1. The activities of CONFIRE shall be financed by a cost sharing formula which shall require a proration among the Parties to the Joint Powers Agreement.

Expenditures made and indebtedness incurred by CONFIRE relating to special equipment and services shall be paid entirely by the Party to the Joint Powers Agreement involved. Facility ~~and~~ rental and/or space utilization shall be a separate item approved in CONFIRE's annual budget.

2. The Administrative Committee shall recommend the cost-sharing charge for each Party to the Joint Powers Agreement in an amount sufficient to provide the funds required by the budget. The Administrative Committee shall fix membership assessments; and shall cause the Chief Administrative Officer of each Party to the Joint Powers Agreement to be informed of ~~his/her~~the agency's charge on or before April 1 of each year.

Contracts, Loans, Checks and Deposits

1. The Administrative Committee may authorize any officer or officers, agency or agents, to enter into any contract or to execute and deliver any instrument in the name of and on behalf of CONFIRE, and such authority may be general or confined to specific instances.
2. No loans shall be contracted on behalf ~~of CONFIRE~~of CONFIRE and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Administrative Committee. Such authority may be general or confined to specific instances.
3. All checks, drafts, or other orders for the payment of monies, notes, or other evidences of indebtedness issued in the name of CONFIRE shall be signed by such officer or officers, agent or agents, of CONFIRE and in such manner as shall from time to time be determined by the Administrative Committee.
4. All funds of CONFIRE not otherwise encumbered shall be deposited, from time to time, to the credit ~~of CONFIRE~~of CONFIRE in such banks, trust companies, or other depositories by the Treasurer with the consent of the Administrative Committee.

Related Documents

- [BP 4.003, Contracts, Loans, Checks and Deposits.](#)
- [BP 4.004, Purchasing Procedures/Procurement.](#)
- [BP 6.001, Administrative Committee.](#)
- [CONFIRE Personnel Rules, Rules 2 and 17.](#)

Revision History

Date	Action	Summary of Change	Approval Authority
04/29/2021	Adopted	Original policy adopted.	Board of Directors
[MM/DD/YYYY]	Revised	Updated Director terminology and clarified that County or third-party personnel/payroll support is a service-provider function that does not transfer CONFIRE employer authority.	Board of Directors



CONFIRE Board Policy Manual

BP 6.001 Administrative Committee

Document Number	BP 6.001	Issue Date	[4/04/29/2021]
Title	Administrative Committee	Review Date	To Be Determined
Section	Series 6 - Administrative Committee	Revision Date	To Be Determined
Policy Owner	Executive Administration / Board Clerk	Approved By	Board of Directors
Applicability			
Applicability	Board of Directors, Administrative Committee, Executive Director, and CONFIRE management	Required Reviews	Executive Director; Board Clerk; Legal Counsel
Related Policy / Authority / Standards	Joint Powers Agreement; AP 1.001; AP 2.001; BP 7.001; CONFIRE Personnel Rules	Supersedes	BP 6.001, Administrative Committee, adopted 04/29/2021
Supersedes DRAFT FOR LEGAL, LABOR, AND GOVERNANCE REVIEW - NOT APPROVED			

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1. There is hereby established an Administrative Committee of CONFIRE, which shall be organized and be responsible for the functions hereinafter set forth.
2. Each Party to the Joint Powers Agreement, or an amended Joint Powers Agreement, shall be entitled to one (1) seat on the Administrative Committee for each Chief Officer or Executive of the public agency's departments which share in the CONFIRE System.
3. The Executive Director shall be the Secretary to the Administrative Committee, as a non-voting member.
4. The operations of CONFIRE shall be conducted under the direction and supervision of the Administrative Committee. Except as specifically excepted herein, no contract or other obligation of CONFIRE shall be binding unless approved or ratified by the Administrative Committee.
5. The Administrative Committee may establish rules for its own procedures and have such express or implied authority as is not inconsistent with or contrary to the laws of California, these Policies, or the Joint Exercise of Powers Act of the Government Code of the State of California.
6. Regular meetings of the Administrative Committee shall be held as required but not less than quarterly each year. Special meetings of the Administrative Committee may be called by its Chairperson, or by a member of the Administrative Committee. The time, date, and location of regular meetings of the Administrative Committee shall be determined by the Administrative Committee. The Secretary shall cause to be delivered to each member agency at least five (5) calendar days prior to the meeting; an agenda and written notice calling a meeting of the Administrative Committee.
Meetings of the Administrative Committee must comply with the Brown Act.
7. The Administrative Committee Chairperson shall be the principal executive presiding officer of the Agency Administrative Committee and shall be authorized to execute documents and instruments on behalf of the Agency and in general CONFIRE as provided by the Joint Powers Agreement, Board policy, Administrative Committee policy, or other controlling authority. The Chairperson shall perform all duties incident to the office of Chairperson and such other duties as may be prescribed by the Board of Directors He/she or Administrative Committee. The Chairperson shall serve a one (1) year term as Chairperson and shall be elected to that position annually by the members of the Administrative Committee.
8. The Administrative Committee shall have the authority to contract with other governmental bodies for use of CONFIRE facilities, equipment, and programs and to establish appropriate charges therefore.



CONFIRE Board Policy Manual

9. The Administrative Committee shall have the following duties:

- a. Within the limits fixed by an approved budget, the Administrative Committee shall conduct the operation of CONFIRE.
 - b. Direct the preparation of the proposed annual budget. Following approval ~~thereof~~ by the Administrative Committee, the proposed budget shall be submitted to the Board of Directors. After adoption of the annual budget by the Board of Directors, the Administrative Committee shall control ~~all~~ expenditures in accordance with ~~such~~the budget.
 - c. The Administrative Committee shall have the power to expend funds in accordance with the adopted budget.
 - d. At each regular meeting of the Board of Directors, the Administrative Committee shall report budget and financial transactions since the previous regular meeting.
10. The Administrative Committee, through the Executive Director, shall present a full report of its activities at each regular meeting of the Board of Directors.
11. ~~The Administrative Committee shall, as~~As provided by the approved budget, ~~and applicable compensation authority, the Administrative Committee shall have the authority to hire, fix the salary of~~appoint, evaluate, discipline, and remove the Executive Director; and to establish the Executive Director's compensation or employment terms within the authority provided by the Joint Powers Agreement, Board-approved compensation structure, employment agreement, or other controlling source.

Related Documents

- [Joint Powers Agreement.](#)
- [AP 1.001, Administrative Committee Policy Establishment and Numbering.](#)
- [AP 2.001, Executive Director - Duties and Responsibilities.](#)
- [BP 7.001, Executive Director.](#)
- [CONFIRE Personnel Rules.](#)

Revision History

Date	Action	Summary of Change	Approval Authority
04/29/2021	Adopted	Original policy adopted.	Board of Directors
[MM/DD/YYYY]	Revised	Updated Executive Director terminology, removed conflicting use of "principal executive officer" for the Committee Chairperson, and aligned Executive Director personnel authority with the Personnel Rules and approved compensation authority.	Board of Directors



CONFIRE Board Policy Manual

BP 7.001-Director

Document Number	BP 7.001	Issue Date	4/04/29/2021
Title	Executive Director	Review Date	To Be Determined
Section	Series 7 - Employees/Personnel	Revision Date	To Be Determined
Policy Owner	Executive Administration / Board Clerk	Approved By	Board of Directors
Applicability			
Applicability	Executive Director, Board of Directors, Administrative Committee, and CONFIRE management	Required Reviews	Executive Director; Administrative Committee; Legal Counsel
Related Policy / Authority / Standards	Joint Powers Agreement; BP 6.001; AP 2.001; CONFIRE Personnel Rules	Supersedes	BP 7.001, Director, adopted 04/29/2021
Supersedes DRAFT FOR LEGAL, LABOR, AND GOVERNANCE REVIEW - NOT APPROVED			

- The Executive Director shall perform such the duties assigned by the Joint Powers Agreement, the Administrative Committee, applicable Board and Administrative Committee policies, the CONFIRE Personnel Rules, any applicable employment agreement, and other controlling authority.
- The Executive Director shall provide day-to-day executive leadership for CONFIRE and, consistent with the Personnel Rules, shall serve as shall be the Appointing Authority for CONFIRE employees other than the Executive Director. The Executive Director shall administer operations and personnel within the approved budget and delegated by the Administrative Committee authority.
- The Executive Director shall attend all Board of Directors and Administrative Committee meetings as required and give shall provide advice on technical matters.
- The Director shall participate in the Technical and Operations Committee. He/she shall provide to the Administrative Committee, reports, and recommendations on concerning CONFIRE operations and problems associated with the daily operation and maintenance of CONFIRE administration.
- The Director shall review jointly with the Administrative Committee all bid specifications for the purchase of all communications equipment prior to issuance and equipment modifications by member agencies. 4. Additional duties and responsibilities may be established by Administrative Committee policy, employment agreement, class specification, written delegation, or administrative procedure consistent with controlling authority. Nothing in this Policy limits other lawful duties or authority assigned to the Executive Director.

Related Documents

- Joint Powers Agreement.
- BP 6.001, Administrative Committee.
- AP 2.001, Executive Director - Duties and Responsibilities.
- CONFIRE Personnel Rules, Rule 2.

Revision History

Date	Action	Summary of Change	Approval Authority
04/29/2021	Adopted	Original Director policy adopted.	Board of Directors



CONFIRE Board Policy Manual

Date	Action	Summary of Change	Approval Authority
[MM/DD/YYYY]	Revised	Replaced obsolete communications-specific Director duties with the current Executive Director governance and personnel-administration framework	Board of Directors

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CONFIRE Board Policy Manual

BP 7.002 CONFIRE Employees

Document Number	BP 7.002	Issue Date	[4/04/2021]
Title	CONFIRE Employees	Review Date	To Be Determined
Section	Series 7 - <u>Employees/Personnel</u>	Revision Date	To Be Determined
Policy Owner	<u>Human Resources / Executive Administration</u>	Approved By	Board of Directors
Applicability			
Applicability	<u>All CONFIRE employees and officials exercising employer authority</u>	Required Reviews	<u>Executive Director; Human Resources; Legal Counsel; Labor Relations</u>
Related Policy / Authority / Standards	<u>Joint Powers Agreement; BP 6.001; BP 7.001; CONFIRE Personnel Rules; applicable MOUs; Exempt Compensation Plan</u>	Supersedes	<u>BP 7.002, CONFIRE Employees, adopted 04/29/2021</u>
Supersedes DRAFT FOR LEGAL, LABOR, AND GOVERNANCE REVIEW - NOT APPROVED			

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- CONFIRE employees are employed by and under the authority of CONFIRE. As such CONFIRE retains the authority to approve all benefits and privileges that may accrue to CONFIRE employees. However, CONFIRE employees The employment relationship shall be entitled to all benefits and privileges secured by Special Districts employees as provided by the Personnel Rules and Regulations of the Special Districts Department, but subject to the approval of, and the organizational lines of authority contained within CONFIRE as structured by administered in accordance with applicable law, the Joint Powers Agreement and Policies, Board and Administrative Committee policies, the CONFIRE Personnel Rules, applicable memoranda of understanding, Board-approved compensation plans, employment agreements, and other controlling sources.
- The duties of, and the organizational authority over the Director are stipulated in previous articles within these Policies. The Director is also authorized to establish a non-management line of supervision to assist him/her in the day-to-day communications CONFIRE operations which include delegation of certain personnel management procedures and supervision. Therefore, non-management personnel shall follow the organizational lines of authority as defined by the Director and set forth within these Policies.
- Benefits and privileges of CONFIRE employees shall be associated with the following representation units for the employees of the Special Districts Department:
 - Director: A County Fire Department recognized Management employee. No representation.
 - Administrative Technician and all Communications employees. The same as the Special Districts recognized non-safety group.
- Paragraph 3 above does not obligate CONFIRE to recognize the representation units associated with the Office of Special Districts for any separate meet and confer matters. However, should employees exercise their rights to secure separate representation units under Employer/Employee Organizations guidelines as set forth in the Government Code of the State of California, Section 3500 et seq., and such representation units are officially recognized by CONFIRE, then Paragraph C et al., of this Policy shall defer to that agreement between the employees and CONFIRE.
- The Office of Special Districts Personnel Office shall immediately provide the Director with all ratified Memoranda of Understanding (MOU) that affects employees' benefits and privileges. Upon



CONFIRE Board Policy Manual

receipt of such MOU(s) the Director will request a special joint meeting of the Administrative Committee and Board of Directors for determination. 2. The CONFIRE Personnel Rules establish the baseline personnel system, including classified and unclassified service, appointments, recruitment and selection, probation, performance management, personnel actions, discipline, due process, records, and rule administration. A valid memorandum of understanding or Board-approved compensation plan controls a conflicting provision within its lawful and stated scope.

3. The Executive Director is the Appointing Authority for all CONFIRE employees other than the Executive Director and may exercise personnel authority within the approved budget, staffing authorization, classification and salary framework, and delegated authority. Human Resources shall administer and support the personnel system under the direction of the Executive Director.

4. The Board retains approval authority over the annual budget, the Personnel Rules, Board-approved compensation plans, memoranda of understanding, and other employment matters expressly reserved to the Board by the Joint Powers Agreement, Board policy, the Personnel Rules, or another controlling source.

5. County or third-party administrative, payroll, benefits, or human resources services provided to CONFIRE are service-provider functions only. Such services do not transfer CONFIRE's employer, appointing, disciplinary, classification, labor-relations, or official personnel-record authority unless expressly authorized by a controlling written agreement consistent with law.

Related Documents

- [CONFIRE Personnel Rules.](#)
- [BP 6.001, Administrative Committee.](#)
- [BP 7.001, Executive Director.](#)
- [Applicable memoranda of understanding.](#)
- [CONFIRE Exempt Compensation Plan.](#)

Revision History

Date	Action	Summary of Change	Approval Authority
04/29/2021	Adopted	Original policy adopted.	Board of Directors
[MM/DD/YYYY]	Revised	Removed obsolete County Special District personnel-rule and representation-unit references; aligned CONFIRE employer authority, Appointing Authority, service status, and controlling employment sources with the Personnel Rules.	Board of Directors

STAFF REPORT

DATE: September 22, 2026

FROM: Nathan Cooke, Executive Director

TO: CONFIRE Board of Directors

SUBJECT: MIRO WAY PROPERTY AGREEMENTS AND HEADQUARTERS PLANNING

Recommended Action

1. Authorize the Executive Director, in consultation with legal counsel, to negotiate, finalize, and execute the definitive Ground Lease for 1743 Miro Way, Rialto, and related Valley Communications Center lease amendments.

The final agreement must be substantially consistent with the material business terms reflected in the previously executed Letter of Intent (LOI) (dated 08/24/26) and may include customary provisions necessary to complete the transaction, provided they do not materially increase CONFIRE's financial obligations, materially reduce CONFIRE's rights, or materially alter the allocation of risk reflected in the LOI.

Any material deviation from the approved business terms would require further Board approval.

2. Authorize the Executive Director to administer the Ground Lease due diligence process and exercise CONFIRE's rights during that period, including completing or extending due diligence, accepting the property and electing to commence the Ground Lease, or terminating the transaction if due diligence identifies conditions the Executive Director determines are unacceptable to CONFIRE, in consultation with legal counsel.
3. Authorize the Executive Director to pursue and initiate the development of a new long-term public safety administrative headquarters building on the Miro Way property, which would include a competitive procurement process such as a Request for Qualifications (RFQ) and or a Request for Proposal (RFP) to obtain design, project-delivery, preconstruction, construction, and market-pricing information. Prior to any contract award, construction authorization, final project scope, project budget, financing plan, or other material capital commitments required by CONFIRE, the Board of Directors would need to authorize such transaction(s), through formal Board action.

Background Information

Miro Way has become CONFIRE's preferred long-term facilities solution because it can replace reduced Valley Communications Center (VCC) space while consolidating administrative, EMS, MIS/IT, communications support, training, logistics, and regional public safety functions at a site already used for public safety purposes. The transaction developed after the County requested that CONFIRE

relinquish the first floor of the Valley Communications Center while maintaining the previously negotiated upfront lease payment.

The signed August 24, 2026 Letter of Intent establishes the principal business framework for a 30-year Ground Lease of approximately 72,280 square feet at 1743 W. Miro Way for total ground rent of \$1.00 with no rent escalation. The County would retain approximately 21,810 square feet associated with County communications infrastructure, and CONFIRE would receive non-exclusive use of approximately 70 parking spaces while assuming responsibility for its premises, utilities, maintenance, and future improvements.

The related reduction of CONFIRE's Valley Communications Center premises would not take effect unless CONFIRE completes or waives due diligence and elects to proceed with the Ground Lease. Under the Letter of Intent, the VCC premises would be reduced from approximately 18,652 square feet to approximately 12,586 square feet while the previously negotiated \$2 million upfront rent payment remains unchanged, making the Miro Way Ground Lease and VCC amendment mutually dependent components of the transaction.

The proposed 30-year Ground Lease provides CONFIRE with long-term site control at nominal cost while preserving multiple options for continued public safety use beyond the initial term. The Letter of Intent provides an exclusive right of first negotiation before lease expiration, a separate opportunity to negotiate a future acquisition if the County later determines that the property is no longer required for County purposes, and a public safety covenant intended to preserve the site's governmental public safety use. Although the Letter of Intent does not guarantee a lease extension, future acquisition, or reimbursement for CONFIRE-funded improvements at the end of the term, these provisions preserve several pathways for CONFIRE to continue benefiting from the site beyond the initial 30-year lease period.

Execution of the Ground Lease will begin with a defined due diligence period, allowing CONFIRE to fully evaluate the Miro Way property before the lease commences. CONFIRE would have 90 days, with a potential 30-day extension subject to County approval, to evaluate title, zoning, land use, utilities, access, parking, environmental conditions, building systems, structural condition, and other site issues. At the end of that period, CONFIRE may accept the property and elect to commence the Ground Lease, request an extension, or terminate the agreement if the property is not acceptable.

CONFIRE is currently occupying the property via a temporary Use Permit which is serving as a short-term bridge allowing CONFIRE to continue public safety operations and begin environmental due diligence while the longer-term agreements are completed. The permit covers approximately 1.56 acres, or 67,954 square feet, for 27 calendar days from its commencement date and expressly allows a Phase I Environmental Site Assessment and, with County approval, additional invasive testing if recommended.

The Interim License Agreement is intended to prevent a gap in CONFIRE's occupancy after the temporary Use Permit expires and before the Ground Lease commences. The agreement will provide

an interim framework for CONFIRE's continued use of the property while the County completes a definitive Ground Lease, allowing operations and due diligence activities to continue uninterrupted.

Headquarters Planning Direction

The Letter of Intent expressly contemplates redevelopment of Miro Way and allows CONFIRE, subject to County approval and all required governmental approvals, to renovate, demolish, reconstruct, replace, expand, or construct a new multi-story public safety facility. All design, permitting, site work, construction, maintenance, and operating costs for CONFIRE improvements would remain CONFIRE's responsibility, and the City of Rialto is identified as the primary permitting authority.

Preliminary planning has tested a permanent modular headquarters generally in the 25,000 to 27,500 gross square-foot range, with a larger option evaluated only to assess maximum feasibility. The planning work is intended to establish functional needs, site fit, phasing, and procurement requirements, rather than to determine a predetermined project cost. Competitive procurement will be used to establish current market pricing before staff return to the Board with a recommended project scope, contract award, and funding plan.

Board direction on the headquarters project is appropriate now because lease completion, due diligence, site validation, and competitive procurement planning can proceed in parallel without committing CONFIRE to construction. A competitive solicitation can provide the Board with a validated delivery approach, site-fit and phasing analysis, project schedule, and market-based pricing before any construction contract is awarded.

The proposed procurement authorization is intentionally limited to planning and solicitation and would preserve a separate Board decision on the actual capital project. Staff would return with the recommended contractor or project team, final scope, construction and soft costs, contingency, funding or financing plan, schedule, due diligence results, and confirmation of the Ground Lease conditions before requesting authority to award a construction contract or proceed with the project.

Financial Impact

The Miro Way ground lease would be \$1.00 for the full 30-year term with no escalation.

The related VCC amendment would reduce CONFIRE's leased premises, while maintaining the previously negotiated \$2 million upfront payment, and the final lease documents will define the resulting long-term occupancy obligations.

This agenda item does not authorize construction or establish a final project cost for the proposed new headquarters building. Any future design, preconstruction, construction, financing, or related project expenditure that exceeds existing delegated and budget authority would be returned to the Board with a defined scope, competitive procurement outcome, and funding plan.

Attachments

1. August 24, 2026 Signed Letter of Intent



CONFIRE

Apple Valley Fire Protection District
Chino Valley Independent Fire District

Item 15.

Colton Fire Department
Loma Linda Fire Department
Rancho Cucamonga Fire Protection District
Redlands Fire Department
Rialto Fire Department
San Bernardino County Fire Protection District
Victorville Fire Department

Consolidated Fire Agencies

1743 W. Miro Way, Rialto, CA 92376-8630
Phone 909-356-2302 Fax 909-356-3809

June 26, 2026

Director Terry Thompson
Director Real Estate Services
County of San Bernardino

RE: PROPOSAL FOR A GROUND LEASE WITH CONSOLIDATED FIRE AGENCIES OF APPROXIMATELY 72,280 SQUARE FEET OF SAN BERNARDINO COUNTY-OWNED LAND WITH EXISTING BUILDING IMPROVEMENTS; ASSESSOR'S PARCEL NUMBERS (APNs) 0240-261-56 (PORTION), 0240-261-54 (PORTION), 0240-261-13 (PORTION), 0240-261-71, 0240-261-70 LOCATED at 1743 W. MIRO WAY, RIALTO, CA

Director Thompson:

This letter is to serve as a formal response to the letter of intent ("LOI") received from you on June 17, 2026, pertaining to the real property located at 1743 Miro Way, in Rialto, California. We would like to propose the following changes and additions to the agreement (denoted in track changes):

Lessor: San Bernardino County (as "Lessor")

Lessee: Consolidated Fire Agencies (as "Lessee")

Subject Property: Approximately 72,280 square feet of an approximately 94,090 square foot San Bernardino County-owned parcel with existing building improvements located at 1743 W. Miro Way in Rialto, including non-exclusive use of Assessor's Parcel Numbers (APNs) 0240-261-56 (PORTION), 0240-261-54 (PORTION), 0240-261-13 (PORTION), 0240-261-71, 0240-261-70 ("Property"). The remaining approximately 21,810 square feet of the parcel shall be retained by Lessor, and Lessor shall be solely responsible for the ownership, maintenance, and control thereof. The area of the Property is attached as Exhibit 1.

Consideration: Lessee agrees to amend Lease No. 10-991 for the Valley Communications Center (VCC) to reduce its leased premises from approximately 18,652 square feet to approximately 12,586 square feet by relinquishing its right to occupy the entirety of the first floor of the VCC building, while maintaining the previously negotiated \$2,000,000 upfront rent payment. In consideration thereof, Lessor proposes to

BOARD OF DIRECTORS

Dan Leary.... Apple Valley

Harvey Luth.... Chino Valley

David Toro.... Colton

Phill Dupper.... Loma Linda

Lynne Kennedy.... Rancho Cucamonga

Marc Shaw.... Redlands

Andy Carrizales.... Rialto

Joe Baca, Jr.... San Bernardino County

Elizabeth Becerra.... Victorville

ground lease the Property to Lessee for \$1.00 under the terms outlined in this LOI. The parties acknowledge that the VCC lease amendment and the proposed Miro Way ground lease are related components of the overall transaction and will be documented through an amendment to Lease No. 10-991 and a separate ground lease agreement.

Initial Term:	Commencing on the Effective Date and expiring thirty (30) years from the Rent Commencement Date, unless earlier terminated in accordance with the Lease.
Ground Rent Commencement Date (RCD):	The Ground Rent Commencement Date (RCD) is the date Lessee pays \$2,000,000 for Lease No. 10-991 for the Valley Communications Center space.
Ground Base Rent:	In lieu of fair market rent, Lessee shall pay Lessor \$1.00 for the Premises for the full Lease Term, including any extension terms, unless otherwise agreed in the final Ground Lease Agreement. This reduced rental rate is an "as-is" rate and is in consideration of Lessee's upfront payment of \$2,000,000.00 under its separate Lease No. 10-991, inclusive of Lessee's agreement to reduce the square footage occupied under that lease without funding adjustment.
Ground Base Rent Increases:	None.
Security Deposit:	None.
Option to Extend Terms:	The Lease shall automatically extend for two (2) additional ten-year periods upon the same terms and conditions, unless Lessee provides written notice of non-renewal or is then in uncured material default.
Permitted Use:	Lessee shall use the Premises for regional public safety purposes, including administrative offices, emergency communications and dispatch operations support, information technology and MIS operations, emergency management, training, regional coordination, ambulance system support, logistics, personnel management, fleet support, and other related public safety, governmental, and administrative functions (the "Project"). Lessee's use is subject and subordinate to the authority of all applicable local governing bodies.
Parking:	Lessee shall have non-exclusive use of approximately seventy (70) parking spaces, including four (4) ADA accessible spaces.
Ground Lease Commencement Date (LCD) or Effective Date:	The Ground Lease Commencement Date (LCD) or Effective Date is the date upon the full execution of the Lease document and approval by the Board.
Ground Lease Agreement:	Upon acknowledgment of this LOI by the Lessee, the Lessor and Lessee shall negotiate a ground lease agreement (Lease) which shall be subject to approval by the Board. The Lessor shall be responsible for preparing the Lease for Lessee's review. The Lease shall incorporate the material business terms contained in this LOI, together with such additional provisions as are customary for a transaction of this nature and mutually acceptable to the parties.

Improvements:

For any upgrades or modifications to the Premises, including the existing buildings, Lessee shall submit all plans and specifications for any improvements to the Premises, whether current or future, to Lessor for prior written review and approval. Lessee shall bear all costs associated with such improvements, including permitting design, construction, management, maintenance, and operation of the Project in accordance with the defined Use, including and not limited to all on-site and off-site construction costs and all permits, fees, and approvals required by all applicable local governing agencies and authorities. Lessor may, at its sole discretion, provide reasonable support to assist Lessee's efforts to secure necessary permits and approvals; however, in no event shall Lessor be responsible or liable for Lessee's permitting obligations or the outcome thereof.

Lessee shall have the right, subject to Lessor's reasonable approval and all applicable governmental approvals, to renovate, remodel, demolish, reconstruct, replace, or expand the existing improvements, including construction of a new multi-story public safety facility consistent with the Permitted Use.

Any permanent improvements constructed and funded by Lessee shall remain Lessee's capital investment throughout the Lease Term. The parties acknowledge that ownership, disposition, and compensation for such improvements upon expiration or earlier termination of the Lease shall be addressed in the final Ground Lease Agreement.

The parties shall evaluate the appropriate cost responsibilities for demolition, hazardous material abatement, environmental remediation, utility relocation, and site preparation required for redevelopment of the Premises, including whether Lessor will participate in, or remain responsible for, costs associated with pre-existing conditions or obsolete improvements.

Permitting Authority:

The primary permitting authority for the proposed use and any construction of the proposed Improvements is the City of Rialto.

Access:

During the Lease Term, Lessee, its affiliates, employees, contractors, and vendors, shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, subject to reasonable security requirements and any access restrictions necessary to protect County-retained communications infrastructure. All vendors performing work on behalf of Lessee shall have the appropriate insurance with Lessor listed as an additional insured.

Maintenance:

Subject to the Property Condition and Environmental Condition provisions below, Lessee shall, at its sole cost and expense, maintain and repair the Premises in its entirety, including all structural components (roof, foundation, exterior walls), base building systems [heating, ventilation and air conditioning (HVAC), plumbing, electrical, sewer, water], fire and life safety systems, parking lot surfaces and striping, pest control, and all Lessee improvements, furniture, fixtures, and equipment, excluding any buildings occupied by County and not used by Lessee. To be further defined in the Lease.

Janitorial:	Lessee shall be responsible for all janitorial at its sole cost and expense.
Utilities:	Lessee at its sole cost and expense shall pay all costs associated with utilities for the permitted use on the Property.
Termination:	If the Lease is terminated by Lessor for reasons other than Lessee's uncured material default, the parties acknowledge that Lessee may have made substantial capital investments in the Property. The Ground Lease shall provide for equitable treatment of Lessee's unamortized capital improvements, outstanding debt obligations attributable to the Property, and reasonable relocation costs. For avoidance of doubt, Lessee shall not be deemed to have ceased using the Premises in support of Lessor's public safety operations solely because Lessee is no longer the County's exclusive ambulance provider, provided Lessee continues to use the Premises for emergency communications, administrative, MIS, training, coordination, or other regional public safety functions.
Signage:	Lessee may install signage in and around the Premises at its sole cost and expense, subject to Lessor's prior written approval.
Sub-Leasing:	Lessee shall not sublease, assign, or otherwise transfer any portion of the Premises or improvements thereon to any third party for profit without the prior written consent of Lessor. Notwithstanding the foregoing, Lessee may permit occupancy of the Premises by entities providing direct support services to Lessee's operations, provided such occupancy is not undertaken for profit and Lessee remains fully responsible for all obligations under this Lease.
Assignment:	Lessee shall not assign this Lease or any interest herein without the prior written consent of Lessor, which consent shall not be unreasonably withheld in the event of a reorganization or restructuring of Lessee's agency.
Lessor's Obligations:	Lessor shall be responsible for its legal costs associated with the Lease.
Property Condition:	Property shall be delivered in its existing "as-is, where-is" condition. Notwithstanding the foregoing, Lessor shall represent and disclose any known material defects affecting the existing improvements. For a period of twelve (12) months following the Ground Lease Commencement Date, Lessor shall remain responsible for the repair or replacement of major building systems and structural components that become inoperable due to pre-existing conditions, including, but not limited to, the roof, structural elements, HVAC systems, major plumbing systems, and major electrical systems.
Furniture, Fixtures and Equipment:	Unless otherwise identified in writing by Lessor prior to the Ground Lease Commencement Date, all furniture, fixtures, modular office systems, conference room furnishings, break room equipment, non-County-retained technology infrastructure, and other personal property remaining within the Premises shall transfer to Lessee at no additional

cost.

Environmental Condition:

Lessor shall disclose all known environmental conditions affecting the Property, including the presence of hazardous materials, underground storage tanks, contamination, environmental remediation activities, or regulatory actions. Lessor shall remain responsible for environmental conditions existing prior to the Ground Lease Commencement Date, except to the extent caused by Lessee or its agents.

Future Conveyance:

Should Lessor determine during the Lease Term that the Property is no longer required for County purposes, Lessee shall be afforded a right of first refusal or first opportunity to negotiate acquisition of the Property on mutually agreeable terms. The parties may also consider a future governmental transfer of ownership should such transfer continue to serve a public purpose.

Due Diligence:

Prior to execution of the Lease, Lessee shall have the right to conduct due diligence regarding the Property, including review of title, survey, zoning, land use entitlements, environmental condition, hazardous materials, building systems, structural condition, utilities, access, parking, and other matters reasonably necessary to evaluate the Property. Lessor shall provide Lessee with copies of any existing reports, studies, surveys, environmental records, building plans, maintenance records, or other material documents in Lessor's possession or control relating to the Property.

County-Retained Area and Shared Infrastructure:

The Lease shall identify the portion of the Property retained by Lessor, any access rights, utility rights, easements, security requirements, and maintenance obligations associated with the County-retained communications infrastructure. The parties shall also address cost allocation for any shared utilities, access roads, parking areas, fencing, gates, drainage, telecommunications, fiber, or other infrastructure serving both the Premises and the County-retained area.

Public Safety Covenant:

The Ground Lease shall include a covenant recognizing that the Property is intended to serve as a long-term regional public safety campus supporting emergency communications, dispatch operations, administrative operations, information technology, emergency management, training, regional coordination, and related public safety functions. In the event Lessee is no longer the County's exclusive ambulance provider, the Ground Lease shall provide that any successor ambulance contractor shall utilize the Property for mutually agreed operational or administrative functions, as reasonably required and subject to available space. The parties further acknowledge their mutual intent that the Property remain dedicated to governmental public safety purposes throughout the Lease Term and any extensions thereto.

We are very thankful to the County for their continued partnership and willingness to work together to come to a solution that benefits our collective community and stakeholder groups. If the County is generally agreeable to the revised terms set forth herein to the revised terms set forth herein, the parties shall continue negotiating a mutually acceptable Ground Lease Agreement consistent with this Letter of Intent.

Please let us know if you have any questions or need further clarification. Thank you for your consideration of this matter.

Respectfully,

Nathan Cooke

Nathan Cooke
Interim Executive Director

EXHIBIT A
USE AREA

Item 15.





ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, AUGUST 25, 2026 – 1:00 PM

LOMA LINDA EOC - 25541 BARTON RD., LOMA LINDA

MINUTES

ROLL CALL

ADMINISTRATIVE COMMITTEE MEMBERS:

Chief Buddy Peratt, Apple Valley Fire Protection District
Chief Jeremy Ault, Chino Valley Fire District
Chief Justin Weems, Colton Fire Department
Chief Dan Harker/**Chair**, Loma Linda Fire Department
Chief Augie Barreda, Rancho Cucamonga Fire Department
Chief Rich Sessler/**Vice Chair**, Redlands Fire Department - *Absent*
Chief Chris Jensen, Rialto Fire Department - *Absent*
Chief Bertral Washington, San Bernardino County Fire
Chief Bobby Clemmer, Victorville Fire Department

CALL TO ORDER

- a. Flag Salute
- b. Roll Call/Introductions

PUBLIC COMMENT

An opportunity provided for persons in the audience to make brief statements to the Administrative Committee. (Limited to 3 minutes for each speaker)

No statements were made.

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda items may require committee member abstentions due to conflict of interests and financial interests. CONFIRE Administrative Committee member abstentions shall be stated under this item for recordation on the appropriate item.

No conflicts were announced.

CONSENT ITEMS

The following items are considered routine and non-controversial and will be voted upon at one time by the Administrative Committee. An item may be removed by a Committee Member or member of the public for discussion and appropriate action.

1. Approve the Administrative Committee Meeting Minutes of July 21, 2026.
2. YTD Call Summary
3. YTD Answer Time
4. YTD Billable Incidents
5. Call Processing Time Analysis – July 2026
6. ECNS Report – July 2026
7. Accept and file Deputy Executive Director contract for Joe Barna.
8. Accept and file Deputy Executive Director contract for Damian Parsons.
9. Amendment No. 1 to Non-Financial Agreement – SBCFPD – EMS Services.

Motion to accept all items on Consent.

Motion by: Chief Bertral Washington

Second by: Chief Bobby Clemmer

Yes – 7

No - 0

Abstain –0

Absent – 2, Chief Sessler - Redlands; Chief Jensen - Rialto

DIRECTOR REPORT

- *Introduction of new employees Ryan Webb - Health and Wellness, Diane Mendez - Grants, and Dale Sandoval - Fleet/Logistics. Angela Haddad has transitioned to the Data Manager position, and Dana DeAntonio is now Interim Communications Director.*
 - *Arrowbear will be joining CONFIRE as a Contract Agency on September 15th.*
 - *Miro way LOI signed on 8/25/26. Lease agreement will go to the Board of Directors at the September 22nd Joint Meeting.*
 - *August 31, 2026, go live with Ontario CAD to CAD*
 - *September 2, 2026, the City of Yucaipa will also go live.*
 - *After a review of the CONFIRE JPA By Laws, all in attendance were reminded that the primary voting member of each member agency must be the Fire Chief. The alternate will be designated and can change if needed via an email or written correspondence to the Clerk of the Board.*
- a. Communications Division Update – Nathan Cooke
 - *No update*
 - b. Finance/Admin. Division Update – Ivan Ramirez
 - *No update*
 - c. MIS Division Update – Renan Mamaril
 - *No update*
 - d. EMS Division Update – Joe Barna

- 37 days until the “go live” date of October 1st. We are in a very good position with 99% of ambulances already in position.
- All 3 ambulance centers are up and running.
- 90% of incumbent workforce has been onboarded.

SUBSIDIARY COMMITTEE REPORTS

- Ops Chief Committee Report – Chief Augie Barreda
Mike McMath with Tablet Command is presenting at the upcoming meeting. Chief Barreda anticipates an item to be brought before the Administrative Committee for approval in the near future.

OLD BUSINESS

10. Executive Director Contract – Nathan Cooke – Chief Dan Harker – **ACTION ITEM**

The Administrative Committee established a sub-committee to negotiate the Executive Director Contract with Nathan Cooke. The sub-committee, Chair Chief Harker, and Vice Chair Chief Sessler completed their negotiation with Nathan Cooke. Together with legal counsel, Chiefs Harker and Sessler presented an employment contract to the Administrative Committee in Closed Session on July 21, 2026.

As reported out from Closed Session, the Administrative Committee “approved the hiring of Nathan Cooke as the Executive Director, with a July 25, 2026, effective date” and requested that legal counsel make two final revisions to the contract and bring it back to the Administrative Committee for approval in Open Session.

The revisions were made as requested by the Administrative Committee and accepted by Nathan Cooke. As such, the recommendation is that the Administrative Committee approve the Executive Director Contract for Nathan Cooke. This updated agreement was also reviewed and approved by the CONFIRE Board of Directors Chairperson, Lynne Kennedy.

Motion to approve the Executive Director Contract with Nathan Cooke, with an effective date of July 25, 2026, and placement at Salary Range E85B for a five-year term.

Motion by: Chief Justin Weems

Second by: Chief Augie Barreda

Yes – 7

No - 0

Abstain – 0

Absent – 2, Chief Sessler – Redlands, Chief Jensen - Rialto

NEW BUSINESS

11. Drone Response Program – Renan Mamaril – **ACTION ITEM**

San Bernardino County Fire approached CONFIRE and requested assistance in coordinating with Flock Safety and GovWorx to obtain the ANIALI information and associated call voice recording. San Bernardino County Fire is partnering with Flock Safety and GovWorx to integrate Emergency call data into its drone program to support rapid deployment and enhance situational awareness.

The integration would transmit ANI/ALI and related call voice and data from CONFIRE's Motorola VESTA gateway to GovWorkx, which would filter the information by geography and forward only eligible calls within County Fire's approved response areas to Flock Safety. As part of this filtering process, all ANI/ALI information, call voice recordings, and related call data associated with incidents outside the approved response areas will be discarded and will not be retained. This earlier notification may enable faster drone deployment and provide responders with timely aerial intelligence without changing CONFIRE's dispatch responsibilities or operational authority.

Once ANI/ALI and related 9-1-1 call data are transmitted outside the CONFIRE environment to GovWorx and Flock Safety, CONFIRE MIS will no longer have visibility into or administrative control over the information and cannot independently monitor how the information is accessed, stored, retained, shared, or secured within those external platforms. However, both Flock Safety and GovWorx maintain security and compliance credentials, including DJIS, HIPAA compliance, and SOC 2 certification or attestation. Responsibility for maintaining data governance, security, and regulatory compliance after release of the data will rest with Flock Safety and GovWorx.

Should CONFIRE determine that a formal agreement among CONFIRE, GovWorx, and Flock Safety is warranted, an agreement will be developed and submitted for the appropriate review and approval.

There is no current financial impact to CONFIRE. If future costs arise, CONFIRE MIS will return to the CONFIRE Administrative Committee for review and approval before incurring any expenses.

Motion to approve the release of CONFIRE agencies' ANI/ALI and related call voice and data to the GovWorx platform in support of the San Bernardino County Fire drone response program.

Motion by: Chief Bobby Clemmer

Second by: Chief Buddy Peratt

Yes – 7

No - 0

Abstain – 0

Absent – 2, Chief Sessler – Redlands, Chief Jensen - Rialto

12. MOTOROLA T1 Upgrades – Renan Mamaril – **ACTION ITEM**

As part of CONFIRE’s transition to the Valley Communication Center, modifications are required to the telecommunications infrastructure used to transport 911 calls to the center. The original design contemplated using Frontier’s existing copper infrastructure. During implementation, Frontier determined that the copper-based design was no longer viable due to capacity limitations, aging infrastructure, and the threat of recurring copper theft.

An engineering team from Frontier worked with Motorola to evaluate a fiber alternative. Motorola confirmed fiber was viable but would require specific hardware and software upgrades to the current equipment to ensure compatibility. This shift eliminates copper limitations and enables secure, direct call transport from the Lena site to Frontier’s main facility in San Bernardino.

Based on this assessment, Frontier recommends transitioning to a fiber-based design using 12 trunks, prioritizing support for CONFIRE with six (6) dedicated T1 trunks, alongside six (6) trunks for the Sheriff. This configuration strengthens redundancy, enhances resiliency, and provides a more future-ready infrastructure, with particular focus on meeting CONFIRE’s operational needs.

The total cost is estimated to be \$103,400 and will be funded from Fund 5010 (General Reserves). This purchase meets the sole source purchasing requirements as we have an existing agreement with Motorola Solutions, and they are the sole distributor of the software/hardware.

Motion to approve the purchase of six (6) T1 hardware and software upgrades from Motorola Solutions, not to exceed \$103,400 (includes a 10% contingency for taxes and misc.), to support our transition to the Valley Communication Center.

Motion by: Chief Buddy Peratt

Second by: Chief Augie Barreda

Yes – 7

No - 0

Abstain – 0

Absent –2, Chief Sessler – Redlands, Chief Jensen - Rialto

13. EUNA Solutions Inc. Budget Software Subscription Agreement – Ivan Ramirez – **ACTION ITEM**

As part of an ongoing effort to modernize CONFIRE’s financial processes and improve transparency in the budgeting process, staff evaluated software solutions for budget development and budget book publication. As CONFIRE continues to grow, dedicated budget book software will better support the agency’s evolving operational and financial management needs.

A competitive evaluation of three software products was conducted. As part of the evaluation, staff considered pricing, functionality, technical requirements, and the ability of each product to meet CONFIRE's business needs. Euna Solutions, Inc. (Euna) was determined to provide the solution that best meets CONFIRE's budgeting and budget publication requirements.

Euna's software is also available through a nationally competed Sourcewell cooperative purchasing contract. CONFIRE is a Sourcewell member and has adopted the use of Sourcewell contracts, allowing the agency to utilize the competitively procured contract to satisfy CONFIRE's applicable competitive purchasing requirements.

The total cost of the Euna solution is \$120,650, consisting of \$29,600 one-time implementation costs and \$30,350 in annual subscription fees for a 36-month subscription. Implementation is currently anticipated to begin January 1, 2027, and continue through December 31, 2029.

Sufficient funds are currently available within the CONFIRE Operations and EMS budgets to absorb the 2026-27 costs of \$59,950. Staff will continue to monitor the budget and return to the Board of Directors if a budget adjustment becomes necessary.

Motion to approve a software subscription agreement with Euna Solutions, Inc. for operating budgeting, personnel budgeting, and budget book software, for a 36-month subscription term anticipated to begin January 1, 2027, through December 31, 2029, in a total not-to-exceed amount of \$120,650.

Motion by: Chief Bobby Clemmer

Second by: Chief Jeremy Ault

Yes – 7

No - 0

Abstain –0

Absent –2, Chief Sessler – Redlands, Chief Jensen - Rialto

14. NetSuite Support and Development Services Agreement – Ivan Ramirez – ACTION ITEM

CONFIRE maintains an active subscription with Oracle, Inc. (Oracle) for its NetSuite enterprise resource planning (ERP) platform, implementation of which was substantially completed in May 2026.

Although implementation of the NetSuite platform was completed in May 2026, CONFIRE has identified several ongoing development and support needs that require specialized expertise that cannot be readily provided by existing staff.

Under the proposed agreement, CONFIRE will pay \$8,200 per month for up to 40 hours of managed service hours each month. Hours exceeding the monthly allocation

will be billed at \$205 per hour. Up to 10 unused hours may roll over into the following month. Staff has identified 15 specific projects and tasks and 7 ongoing workstreams for SuiteRep to support. Staff has evaluated CONFIRE's anticipated NetSuite development roadmap and believe that a 40-hour monthly allocation is appropriate. The monthly costs represent an anticipated annual expenditure of \$98,400 for these services. Staff is requesting an annual not-to-exceed amount of \$108,240, which includes a 10% contingency of \$9,840 for additional hours that may be required.

Staff anticipates the agreement will become effective approximately September 1, 2026.

Sufficient appropriation is currently available within the CONFIRE Operations and EMS budgets to absorb the 2026-27 costs of \$108,240. Staff will monitor the budget and will return if a budget adjustment becomes necessary.

Motion to approve NetSuite Support and Development Services Agreement with SuiteRep, LLC., for Oracle NetSuite managed services, in a not-to-exceed annual amount of \$108,240, beginning approximately September 1, 2026, and continuing until terminated.

Motion by: Chief Justin Weems

Second by: Chief Bertral Washington

Yes – 7

No - 0

Abstain – 0

Absent –2, Chief Sessler – Rialto, Chief Jensen - Rialto

15. Executive Director Ambulance Contracting Authority – Nathan Cooke– ACTION ITEM

On December 5, 2023, the County of San Bernardino awarded the Ground Ambulance Contract to CONFIRE. Ground ambulance service is scheduled to begin October 1, 2026. Implementation requires CONFIRE to complete public agency reimbursement and service agreements, mutual aid and interagency agreements, vendor contracts, and other agreements necessary to begin and support service.

On February 28, 2024, the Board of Directors approved temporary authority authorizing the Executive Director to approve purchases up to \$500,000 for the implementation of the Ground Ambulance Contract. Implementation was delayed by litigation, and that authority expired on January 1, 2025.

The Board has since adopted the Fiscal Year 2026-27 budget, which includes the expenditures necessary to implement the Ground Ambulance Contract. Several of the agreements required for implementation exceed the Executive Director's current \$50,000 signature authority. This includes public agency agreements with reimbursement obligations that may be substantially higher than \$50,000. Those

expenditures were contemplated during budget development and funded through the adopted budget.

Board Policy 4.003 establishes the Executive Director's standard signature authority at \$50,000. The same policy also provides that the Board of Directors may authorize an officer to enter into contracts or execute instruments on behalf of CONFIRE, either generally or for specific instances. The requested action would use that authority for a defined purpose and period, allowing the Executive Director to approve and execute the budget agreements necessary for ambulance implementation.

Board Policy 6.001 places CONFIRE operations under the direction and supervision of the Administrative Committee and provides that, after the Board of Directors adopts the annual budget, the Administrative Committee controls expenditures and may expend funds in accordance with that budget. The requested authority is consistent with that structure because it applies to ambulance implementation expenditures already included in the Board-adopted budget.

Approval of this request would allow the Executive Director to complete covered contracts and agreements without returning each individual budget agreement to the Board for separate approval. The authority would remain in effect through June 30, 2027, covering the implementation and initial operating period of the Ground Ambulance Contract.

Board Policy 4.04 will continue to govern purchasing and procurement procedures when applicable. This action changes the approval and execution authority for covered ambulance implementation contracts and agreements; it does not change the procurement process applicable to a purchase or solicitation.

This temporary authority provides a direct path to complete agreements already contemplated in the approved ambulance budget while maintaining the existing budget and procurement framework.

Approval of this action does not increase the Fiscal Year 2026-27 adopted budget. The authority applies to ambulance implementation contracts and agreements for which the related expenditures were contemplated and funded in the adopted budget.

Motion to authorize the Executive Director, through June 30, 2027, to approve and execute contracts and agreements necessary to implement San Bernardino County Contract No. 23-1282, including agreements exceeding \$50,000, when the related expenditures were contemplated and funded in the Fiscal Year 2026-27 adopted budget.

Motion by: Chief Buddy Peratt

Second by: Chief Augie Barreda

Yes – 7

No - 0

Abstain – 0

Absent –2, Chief Sessler – Redlands, Chief Jensen - Rialto

16. Administrative Policy 3.016 – Public Based Ambulance Rate-Setting Methodology – Joe Barna – **ACTION ITEM**

CONFIRE is preparing to implement ground ambulance services under San Bernardino County Contract No. 23-1282. The service model includes Public-Based Ambulances staffed by Participating Agencies under agreements with CONFIRE, with reimbursement rates established by Administrative Committee action.

Policy 3.016 establishes the ongoing methodology for calculating and approving those reimbursement rates. The policy uses verified personnel costs based on a standardized benchmark personnel profile of one Firefighter/Paramedic and one Firefighter/EMT, regardless of an agency's actual ambulance staffing or deployment model, together with annualized ambulance and equipment capital costs, eligible maintenance and operations costs, any Authorized Adjustment Rate, benchmark selection, and a medical supply restock add-on.

The policy separates the standing rate-setting methodology from the annual rate action. Reimbursement rates will be established by Administrative Committee resolution using the then-current data and calculations required by Policy 3.016. The final draft reflects legal review and staff revisions.

Approval of Policy 3.016 does not itself establish a reimbursement rate or authorize an expenditure. Fiscal impacts will result from rates separately approved by resolution and from actual services provided under the applicable Public-Based Ambulance Agreements. All reimbursements remain subject to available appropriations and delegated authority.

Motion to Approve Administrative Committee Policy 3.016, Public-Based Ambulance Unit Hour Cost and Medical Supply Restock Reimbursement Rates.

Motion by: Chief Bertral Washington

Second by: Chief Bobby Clemmer

Yes – 7

No - 0

Abstain – 0

Absent –2, Chief Sessler – Redlands, Chief Jensen - Rialto

17. Resolution 2026-03 – Joe Barna – **ACTION ITEM**

Administrative Committee Policy 2.016 establishes the methodology for calculating Public-Based Ambulance reimbursement rates. The initial 2026 rate-development

workbook applies that methodology using verified personnel, ambulance and equipment capital, maintenance and operations, authorized adjustment, and medical supply restock inputs.

The fiscal impacts associated with the Public-Based Ambulance reimbursement rates were contemplated during preparation of the current fiscal year budget and are included within the appropriations approved in the adopted CONFIRE budget. Adoption of the proposed Resolution does not require an additional appropriation or funding request. Expenditures will remain subject to available appropriations, applicable Public-Based Ambulance Agreements, and delegated authority.

Motion to Adopt Administrative Committee Resolution No. 2026-03 establishing the initial Public-Based Ambulance reimbursement rates effective October 1, 2026.

Motion by: Chief Buddy Peratt

Second by: Chief Bertral Washington

Yes – 7

No - 0

Abstain –0

Absent –2, Chief Sessler – Redlands, Chief Jensen - Rialto

ROUND TABLE

Chief Peratt addressed the Administrative Committee regarding the long delays by AMR in the High Desert Communities. Delays and extended delays were averaging 45 minutes. Chief Peratt believes this will get worse as we approach the Oct. 1st go live date and requested allied agency input.

CLOSED SESSION

**The Administrative Committee entered Closed Session at 1:51 p.m.*

18. Conference with labor Negotiators: Government Code section 54957.6 CONFIRE Negotiator – Nathan Cooke, Employee Organization(s) – Teamsters
19. Review and update Existing Litigation – Government Code section 54956.9: AMR Lawsuit
20. Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation pursuant to Government Code section 54956.9(d): One potential Case

**The Administrative Committee reconvened in Open Session at 2:22 p.m.*

ADJOURNMENT

Motion to adjourn the CONFIRE Administrative Committee Meeting

The meeting adjourned at 2:23 p.m.

Upcoming Meetings:

Next Regular Meeting: September 22, 2026, at 1:00 p.m.

/s/ Liz Berry

Liz Berry
Clerk of the Board



OPERATIONS FUND 5008
Unaudited MONTHLY SUMMARY FY 2026-27

Expenditures	July	Aug	Sep	3 PP Oct	Nov	Dec	Jan	Feb	Mar	3 PP Apr	May	June	Total YTD Expended	2026/27 Budget	Bud - Exp Difference	% Used
Salary/Benefits	846,717	881,462	-	-	-	-	-	-	-	-	-	-	1,728,179	11,551,590	\$9,823,411	15.0%
Overtime/Call Back	32,920	34,126	-	-	-	-	-	-	-	-	-	-	67,046	342,251	\$275,205	19.6%
Phone/Circuits/Internet	25,334	27,320	-	-	-	-	-	-	-	-	-	-	52,654	334,336	\$281,682	15.7%
County IS/Data Services/Counsel	(3,273)	9,767	-	-	-	-	-	-	-	-	-	-	6,494	81,489	\$74,995	8.0%
Radio/Pager, Console Maint	-	98,612	-	-	-	-	-	-	-	-	-	-	98,612	400,571	\$301,959	24.6%
Computer Software	566,327	62,602	-	-	-	-	-	-	-	-	-	-	628,929	2,336,138	\$1,707,209	26.9%
Computer Hardware	-	962	-	-	-	-	-	-	-	-	-	-	962	37,200	\$36,238	2.6%
Office Exp/Copier Lease	(23,617)	9,699	-	-	-	-	-	-	-	-	-	-	(13,918)	226,099	\$240,017	-6.2%
Insurance/Auditing	-	-	-	-	-	-	-	-	-	-	-	-	-	258,533	\$258,533	0.0%
Payroll/HR/Medical Director	32,649	96,461	-	-	-	-	-	-	-	-	-	-	129,111	837,668	\$708,557	15.4%
Travel/Training	7,638	6,451	-	-	-	-	-	-	-	-	-	-	14,090	115,592	\$101,502	12.2%
Auto/Structure/Fuel	(1,809)	3,818	-	-	-	-	-	-	-	-	-	-	2,009	54,734	\$52,725	3.7%
Other/Rent/Equip Trans	23,934	23,964	-	-	-	-	-	-	-	-	-	-	47,898	469,652	\$421,754	10.2%
Total	1,506,820	1,255,246	-	-	-	-	-	-	-	-	-	-	2,762,066	17,045,853	\$14,283,788	16.2%
% Fiscal Year Passed																17%

Revenue	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Received	Budget	Difference	% Rcvd
Services	(19,413)	3,971,435	-	-	-	-	-	-	-	-	-	-	3,952,022	(15,803,846)	(19,755,868)	(0)
Interest	49,375	(49,375)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Rev		5,128	-	-	-	-	-	-	-	-	-	-	5,128	(1,245,008)	(1,250,136)	-
Total	29,962	3,927,188	-	-	-	-	-	-	-	-	-	-	3,957,150	(17,048,854)	(21,006,004)	(0.23)
% Fiscal Year Passed																17%




CONFIRE

FY 2026-27
Unaudited Fund Balance Report
As of August 31, 2026

Operations Fund (5008)

Unaudited Fund Balance 7/1/26		\$ 2,604,825
Revenue	3,959,656	
Expenditures	(2,761,405)	
	Net	1,198,251
Transfer-to from Fund 5008 - Retain as additional Resource		
	Net Transfers In/Out	-
Available Fund Balance		\$ 3,803,076
*FY 2026-27 Operating costs 10% is \$1,580,385 Per Board Policy		

Equipment Reserve Fund (5009)

Unaudited Fund Balance 7/1/26		\$ 2,762,679
Revenue	201,395	
Expenditures	223,064	
	Net	424,459
Available Fund Balance		\$ 3,187,138

General Reserve Fund (5010)

Unaudited Fund Balance 7/1/26		\$ 6,904,995
Revenue	(468)	
Expenditures	157,787	
Grant Funds Due to CAD to CAD	-	
	Net	157,319
Transfer-In from Fund 5008 - Retain as additional Resource		
	Net Transfers In/Out	-
Total Fund Balance		\$ 7,062,314

Restricted Fund Balance

Reserve for CIP	(2,200,000)	
	Net Committed	(2,200,000)
Available Fund Balance		\$ 4,862,314

*FY 2026-27 Operating costs 25% is \$3,950,961



FY 2026-27
Unaudited Fund Balance Report
As of August 31, 2026

Term Benefits Reserve Fund (5011)			
Unaudited Fund Balance 7/1/26		\$	2,222,842
Revenue	9,962		
Expenditures	-		
	Net Transfers In/Out		-
	Available Fund Balance	\$	2,232,804
CAD-to-CAD Project Special Revenue Fund (5019)			
Unaudited Fund Balance 7/1/26		\$	328,669
Revenue	(9,959)		
Expenditures	(50,479)		
	Net Transfers In/Out		-
	Available Fund Balance	\$	268,231
Emergency Medical Service Division Enterprise Fund (5020)			
Unaudited Fund Balance 7/1/26		\$	89,150
Revenue	390		
Expenditures	(37,776)		
	Net		(37,386)
	Net Transfers In/Out		-
	Available Fund Balance	\$	51,764
Emergency Communications Nurse System (5030)			
Unaudited Fund Balance 7/1/25		\$	275,736
	Revenue		82,899
	Expenditures		(346,255)
	Net		(263,356)
	Net Transfers In/Out		
	Available Fund Balance	\$	12,380

 CONFIRE	Call Summary CONFIRE/Comm Center		From: 1/1/2026
	1743 W Miro Way		To: 8/31/2026
	Rialto, CA 92376	County: San Bernardino	Period Month
	Year: 20206		Call Type: All
			Abandoned Filters: Include Abandoned

Date	911	911 Abdn	Total 911	911 Abdn Percentage	10-Digit Emergency Inbound	10-Digit Emergency Abdn	Total 10-Digit Emergency	Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
Jan-26	16799	152	16951	0.90%	14143	564	14707	16155	3644	67	19866	51524	130.4
Feb-26	14720	157	14877	1.06%	12885	438	13323	14448	4175	53	18676	46876	131.8
Mar-26	19122	22	19144	0.11%	12258	436	12694	15533	3507	46	19086	50924	128.1
Apr-26	18199	39	18238	0.21%	11497	385	11882	14405	3173	76	17654	47774	126.2
May-26	19741	31	19772	0.16%	13184	539	13723	16549	3701	120	20370	53865	124.2
Jun-26	19045	17	19062	0.09%	13175	6100	19275	15780	3458	97	19335	57672	112.2
Jul-26	20688	27	20715	0.13%	13864	514	14378	18010	3805	116	21931	57024	121.9
Aug-26	20366	44	20410	0.22%	13863	572	14435	16787	3953	96	20836	55681	125.8
2026 Totals	148680	489	149169	0.33%	104869	9548	114417	128166	29416	671	158253	421839	124.7
2025 Totals	127389	3733	131122	2.85%	122973	6004	128977	125471	34178	999	160648	420747	122.5



PSAP Answer Time

CONFIRE/Comm Center

1743 W Miro Way

Rialto, CA 92376

County: San Bernardino

Month - 1/1/2026 - 8/31/2026

Agency Fire
Affiliation

From: 1/1/2026

To: 8/31/2026

Period Group: Month

Time Group: 60 Minute

Time Block: 00:00 - 23:59

Call Type: 911 Calls

Call Hour	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	Total
January 2026 Total	15,986	435	215	249	47	17	2	16,951
% answer time ≤ 10 seconds	94.31%	2.57%	1.27%	1.47%	0.28%	0.10%	0.01%	100.00%
% answer time ≤ 15 seconds	96.87%							
% answer time ≤ 40 seconds	99.61%							
February 2026 Total	14,047	356	165	222	56	30	1	14,872
% answer time ≤ 10 seconds	94.42%	2.39%	1.11%	1.49%	0.38%	0.20%	0.01%	100.00%
% answer time ≤ 15 seconds	96.81%							
% answer time ≤ 40 seconds	99.42%							
March 2026 Total	18,139	427	220	265	56	34	3	19,144
% answer time ≤ 10 seconds	94.75%	2.23%	1.15%	1.38%	0.29%	0.18%	0.02%	100.00%
% answer time ≤ 15 seconds	96.98%							
% answer time ≤ 40 seconds	99.51%							
April 2026 Total	17,069	448	242	318	101	54	6	18,238
% answer time ≤ 10 seconds	93.59%	2.46%	1.33%	1.74%	0.55%	0.30%	0.03%	100.00%
% answer time ≤ 15 seconds	96.05%							
% answer time ≤ 40 seconds	99.12%							
May 2026 Total	18,010	619	340	580	131	89	3	19,772
% answer time ≤ 10 seconds	91.09%	3.13%	1.72%	2.93%	0.66%	0.45%	0.02%	100.00%
% answer time ≤ 15 seconds	94.22%							
% answer time ≤ 40 seconds	98.87%							
June 2026 Total	17,668	527	261	469	89	47	1	19,062
% answer time ≤ 10 seconds	92.69%	2.76%	1.37%	2.46%	0.47%	0.25%	0.01%	100.00%
% answer time ≤ 15 seconds	95.45%							
% answer time ≤ 40 seconds	99.28%							
July 2026 Total	18,994	588	381	516	163	69	4	20,715
% answer time ≤ 10 seconds	91.69%	2.84%	1.84%	2.49%	0.79%	0.33%	0.02%	100.00%
% answer time ≤ 15 seconds	94.53%							
% answer time ≤ 40 seconds	98.86%							
August 2026 Total	18,921	587	299	406	116	65	14	20,410
% answer time ≤ 10 seconds	92.70%	2.88%	1.46%	1.99%	0.58%	0.32%	0.07%	100.00%
% answer time ≤ 15 seconds	95.58%							
% answer time ≤ 40 seconds	99.03%							
Year to Date 2026 Total	138,834	3,987	2,123	3,025	761	405	34	149,169
% answer time ≤ 10 seconds	93.07%	2.67%	1.42%	2.03%	0.51%	0.27%	0.02%	100.00%
% answer time ≤ 15 seconds	95.74%							
% answer time ≤ 40 seconds	99.20%							
Year to Date 2025 Total	124,042	3,031	1,395	2,003	461	177	13	131,122
% answer time ≤ 10 seconds	94.60%	2.31%	1.06%	1.53%	0.35%	0.13%	0.01%	100.00%
% answer time ≤ 15 seconds	96.91%							
% answer time ≤ 40 seconds	99.50%							

CONFIRE Billable Incidents

Period: 01/01/2026 thru 08/31/2026

Jurisdiction	# of Incidents	% of Total
San Bernardino County	91,614	53.16%
VictorvilleFD	16,682	9.68%
RanchoCucamonga	13,568	7.87%
AppleValley	9,438	5.48%
ChinoValleyFD	9,175	5.32%
Redlands	8,027	4.66%
Rialto	7,873	4.57%
Colton	4,862	2.82%
MontclairFD	3,415	1.98%
Loma Linda	2,983	1.73%
Big Bear Fire	2,328	1.35%
San Manuel FD	1,598	0.93%
Running Springs	421	0.24%
Baker Ambulance	236	0.14%
Road Department	130	0.08%
Total	172,350	100%

BDC Division	# of Incidents	% of Total
East Valley	31,356	34.23%
Fontana	14,437	15.76%
Valley	12,248	13.37%
Hesperia	9,156	9.99%
South Desert	8,628	9.42%
North Desert	8,507	9.29%
Adelanto	3,949	4.31%
Mountain	3,204	3.50%
Hazmat	129	0.14%
Total	91,614	100%



911 CALL PROCESSING TIME ANALYSIS

Reporting on the CONFIRE 9-1-1 call processing times for the month of August 2026.



Prepared for	CONFIRE Leadership & Administrative Committee
Prepared by	Mat Fratus / Angela Haddad – Data Manager
Reporting period	August 1 – August 31, 2026
Date issued	September 8, 2026
Classification	[Internal use]

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Executive Summary

The report highlights areas of strong performance, identifies factors that may affect the timely dispatch of emergency resources, and supports informed decisions. CONFIRE is committed to providing timely, reliable, and effective emergency communications.

Purpose

Provide CONFIRE Leadership with a clear, data-driven assessment of how efficiently 911 calls are received, evaluated, prioritized, and dispatched.

Key Elements of Call Processing

This analysis covers four key elements of call processing time by the CONFIRE Communications Center (CCC).

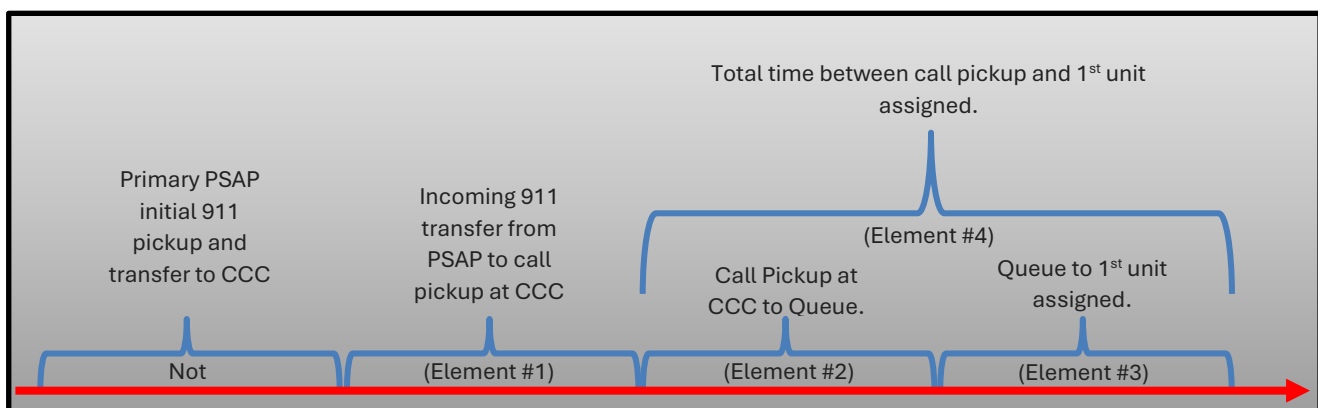
Element #1 – The time interval between the alert of an incoming 911 call from a Primary PSAP and when the call is answered by a CCC Dispatcher.

Element #2 – The time interval between when an emergency 911 call is answered by a CCC Dispatcher to the time where it is entered into queue.

Element #3 – The time interval between when an emergency 911 call is entered into queue to the time when the first responding unit is alerted and assigned to the call.

Element #4 – The total time interval between when an emergency 911 call is answered by a CCC Dispatcher to the time when the first responding unit is alerted and assigned the call.

Figure 1 - Elements captured in the analysis of call processing times at CONFIRE CCC



Call Answering Time from Primary Public Safety Answering Points (PSAPs)

CONFIRE receives 911 calls from multiple allied agency primary PSAPs. As a secondary PSAP, its goal is to answer 90% of incoming calls within 10 seconds. Since call times aren't logged in CAD until after pickup, CONFIRE uses

Emergency Call Tracking System (ECaTS) to track ring-to-pickup intervals and monitor performance. This data supports the call volume and answer time metrics shown in Figure 2.

911 CALL PROCESSING

Objective

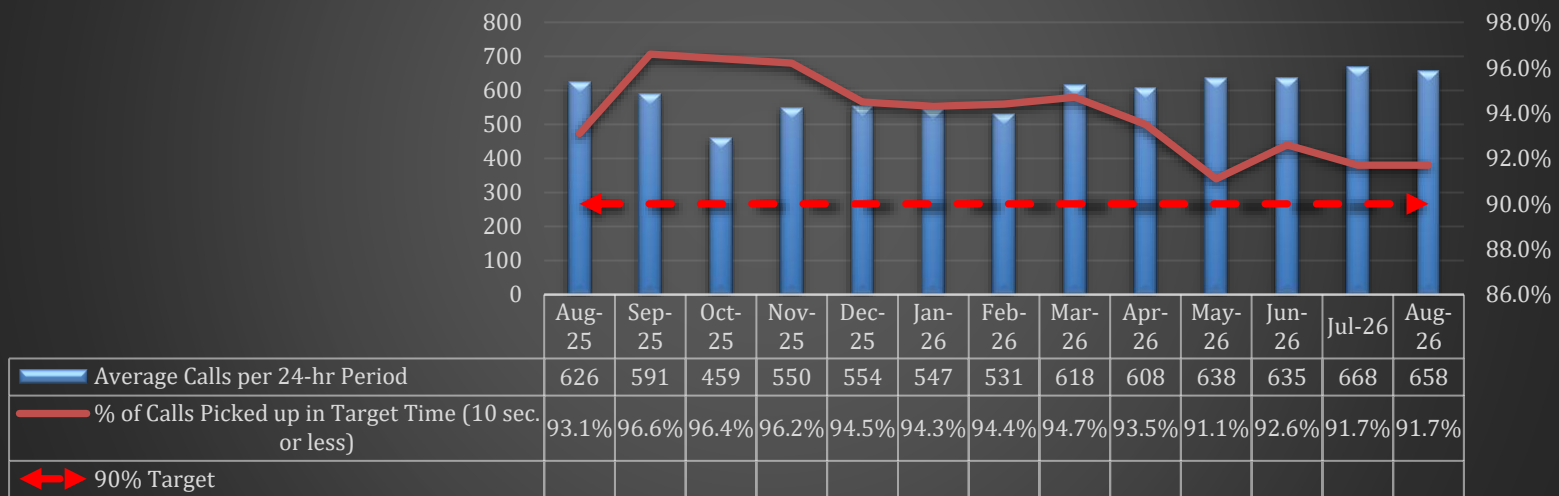
For the purposes of this analysis, only calls that meet the definition of “emergency” per NFPA 1221 and CONFIRE Administrative Chiefs’ directive are included in the calculations.

Emergency Call Processing

Once the call is answered by CCC dispatchers, all call activity is captured in CONFIRE’s CAD server. The following table illustrates multiple elements of the call processing continuum in terms of call volume and call processing times for various call types.

Figure 2 - ECaTS Reporting of CONFIRE 911 Call Pickup Times for primary PSAP transfers

CONFIRE Incoming 911 Call Volume and Pickup Times August 2025 to August 2026 (10 sec. or less answer time)



NOTE: CALL VOLUME IN JUNE & JULY 2025 WAS LOW DUE TO OUT OF SERVICE 911 TRUNKS IMPACTED BY A CONSTRUCTION DRILLING ACCIDENT.

EMS Call Processing

EMS Calls include all CAD problem codes that reference a medical emergency, trauma, or traffic collisions.

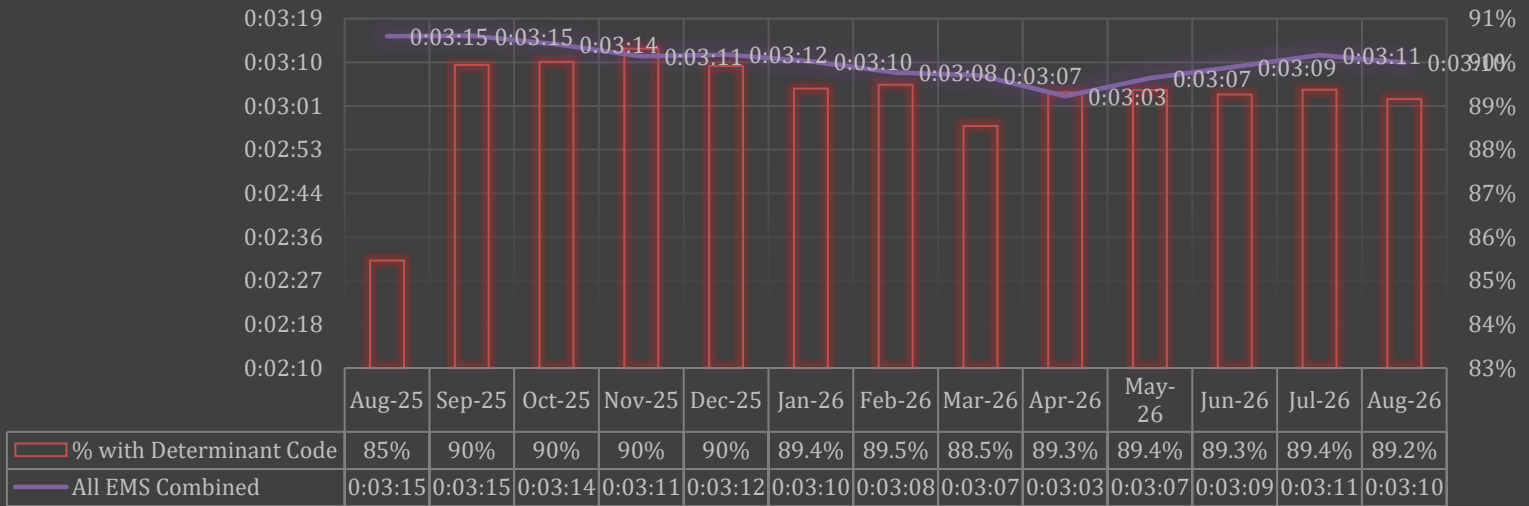
Figure 3 – EMS Processing Time: Call pickup to 1st Unit assigned by Percentile intervals

Call Type	25th Percentile	50th Percentile	75th Percentile	90th Percentile	Goal
Echo	0:00:46	0:01:05	0:01:30	0:02:04	0:01:30
Delta	0:00:57	0:01:24	0:02:08	0:02:57	0:02:30
Charlie	0:01:12	0:01:54	0:02:40	0:03:36	0:02:30
Bravo	0:01:54	0:02:20	0:02:56	0:03:44	0:03:00
Alpha	0:01:08	0:01:52	0:02:29	0:03:16	0:03:00

Figure 4 - EMS Call Volume: Call pickup to 1st Unit assigned by Percentile intervals

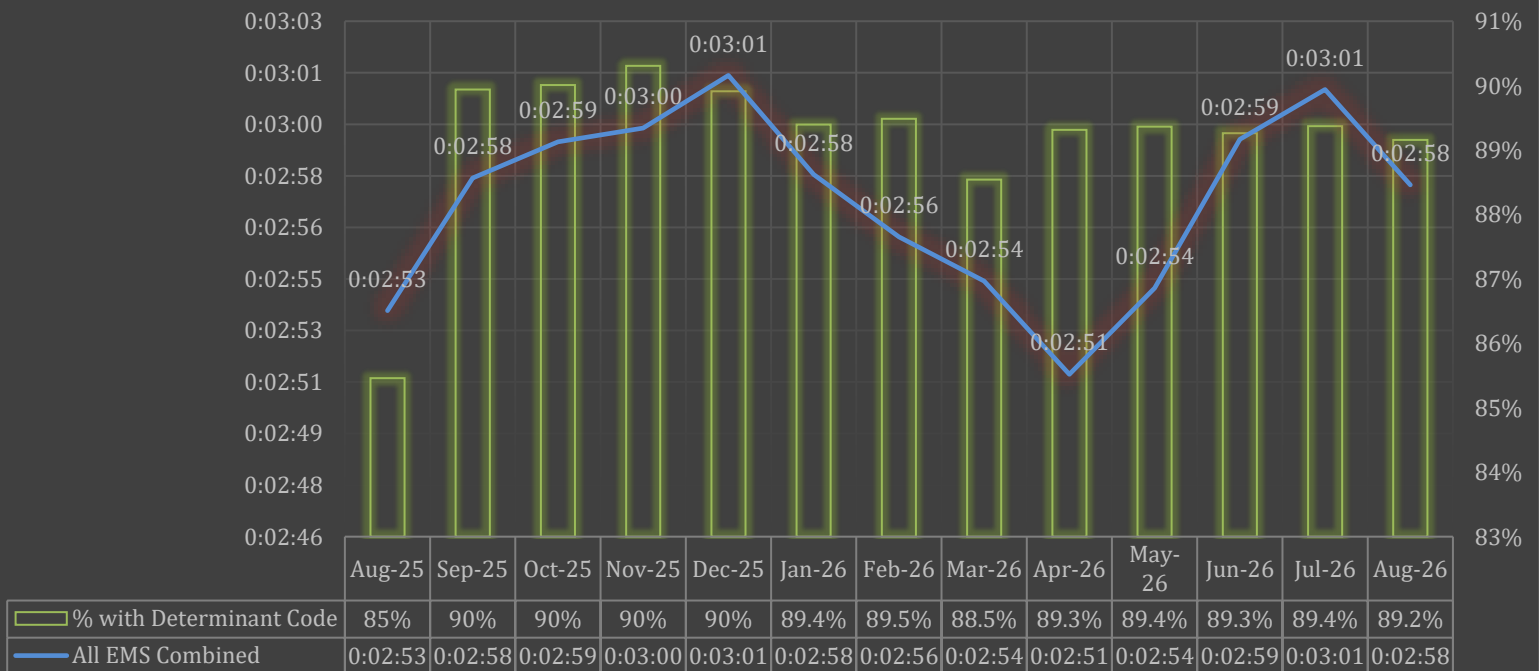
Call Type	25th Percentile	50th Percentile	75th Percentile	90th Percentile	Additional calls needed to get to 90%
Echo	79	158	237	284	46
Delta	988	1975	2962	3555	260
Charlie	938	1875	2812	3375	717
Bravo	351	702	1053	1263	189
Alpha	19	38	59	72	4
no EMD Code	699	1398	2097	2516	1092

Figure 5 - EMS Total Calls: Call pickup to 1st Unit Assigned

Call Pickup to First Unit Assigned EMS Calls (90th percentile)

NOTE: INCLUDES ALL EMERGENCY CALL TYPES; CALLS WITH AND WITHOUT DETERMINANT CODES.

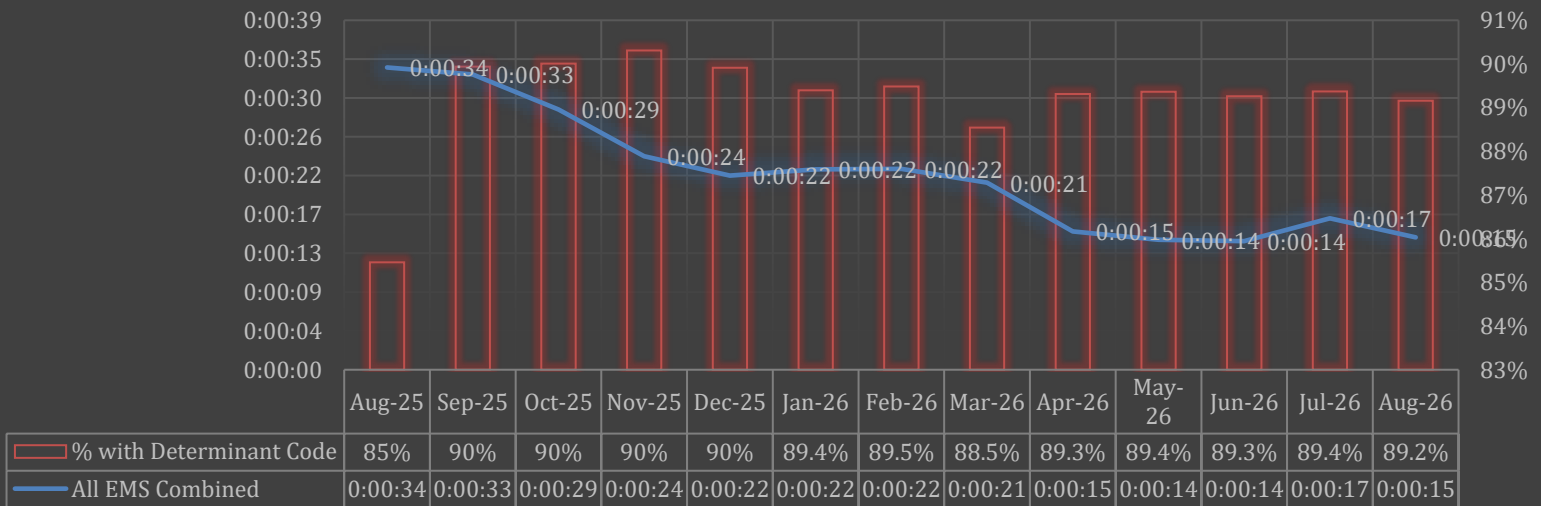
Figure 6 - EMS Total Calls: Call pickup to Queue

Pickup to Queue EMS Calls (90th Percentile)

NOTE: INCLUDES ALL EMERGENCY CALL TIMES; CALLS WITH AND WITHOUT DETERMINANT CODES.

Figure 7 - EMS Total Calls: EMS Queue to 1st Unit Assigned

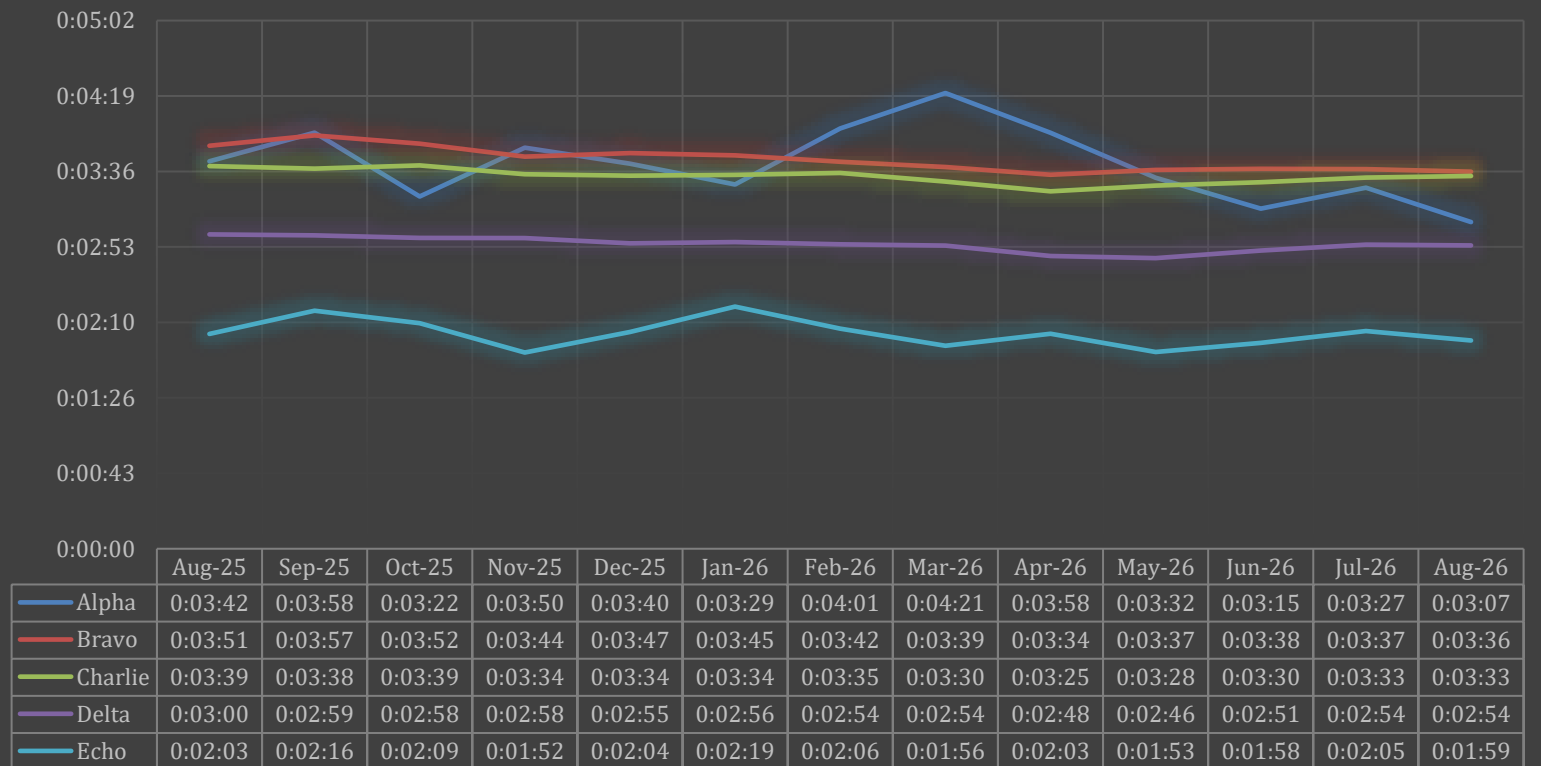
Queue to First Unit Assigned EMS Calls (90th Percentile)



NOTE: INCLUDES ALL EMERGENCY CALL TYPES; CALLS WITH AND WITHOUT DETERMINANT CODES.

Figure 8 - EMS Call pickup to 1st Unit Assigned by EMD Determinant Code

Call Pickup to 1st Unit Assigned by Determinant Code (90th Percentile)



Fire / Rescue Related Calls

Fire/Rescue related calls include all CAD problem codes that reference specific fire types as well as technical rescue and Haz-mat calls.

Figure 9 – FIRE Processing Time: Call pickup to 1st Unit Assigned by Percentile interval

Call Type	25th Percentile	50th Percentile	75th Percentile	90th Percentile	Goal
Structure Fires	0:01:24	0:01:44	0:02:14	0:03:01	0:02:30
Non-Structure Fires	0:01:17	0:01:45	0:02:16	0:03:00	0:02:30

Figure 10 – FIRE Call Volume: Call pickup to 1st Unit Assigned by Percentile interval

Call Type	25th Percentile	50th Percentile	75th Percentile	90th Percentile	Additional calls needed to get to 90%
Structure Fires	41	82	123	147	11
Non-Structure Fires	128	255	383	459	51

Figure 11 - FIRE: Call pickup to 1st Unit Assigned

Phone Pickup to First Unit Assigned Fire/Rescue (90th percentile, based on emergency fire calls only)

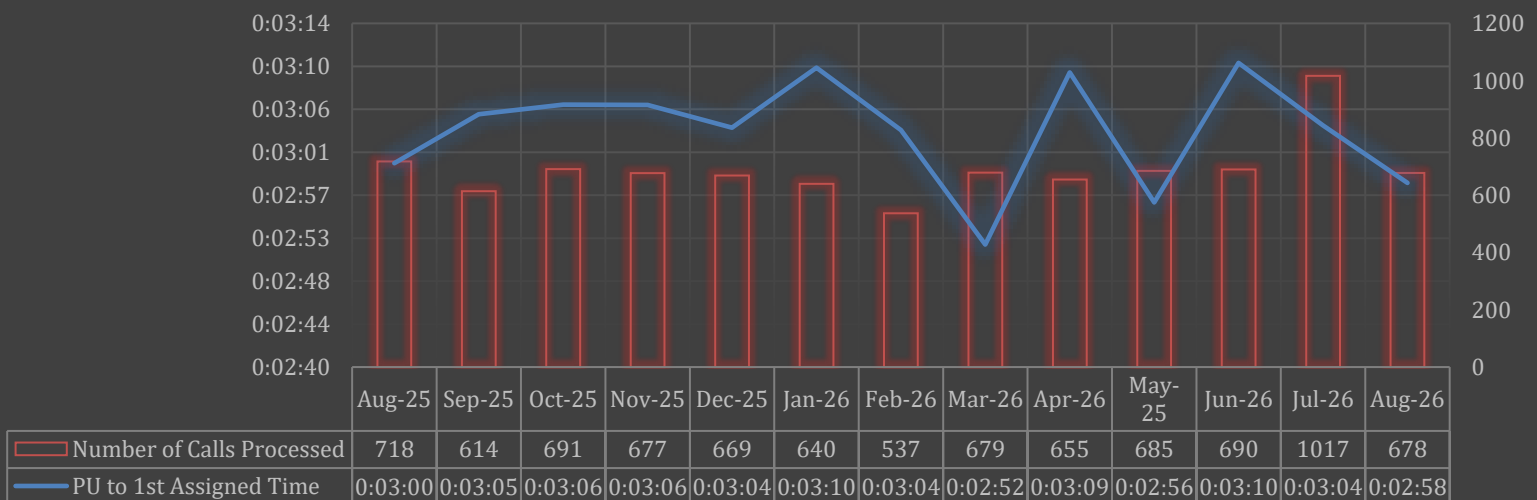


Figure 12 - FIRE: Call pickup to Queue

Pickup to Queue Fire/Rescue Calls (90th Percentile, based on emergency fire calls only)

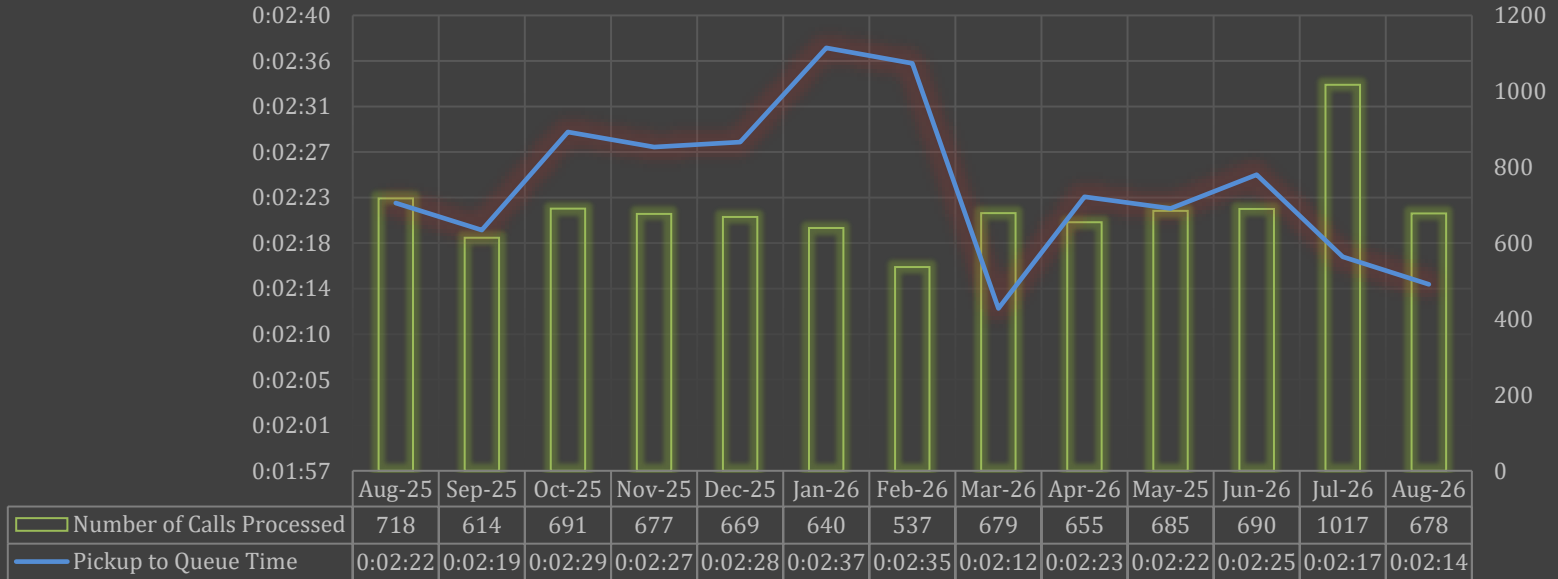
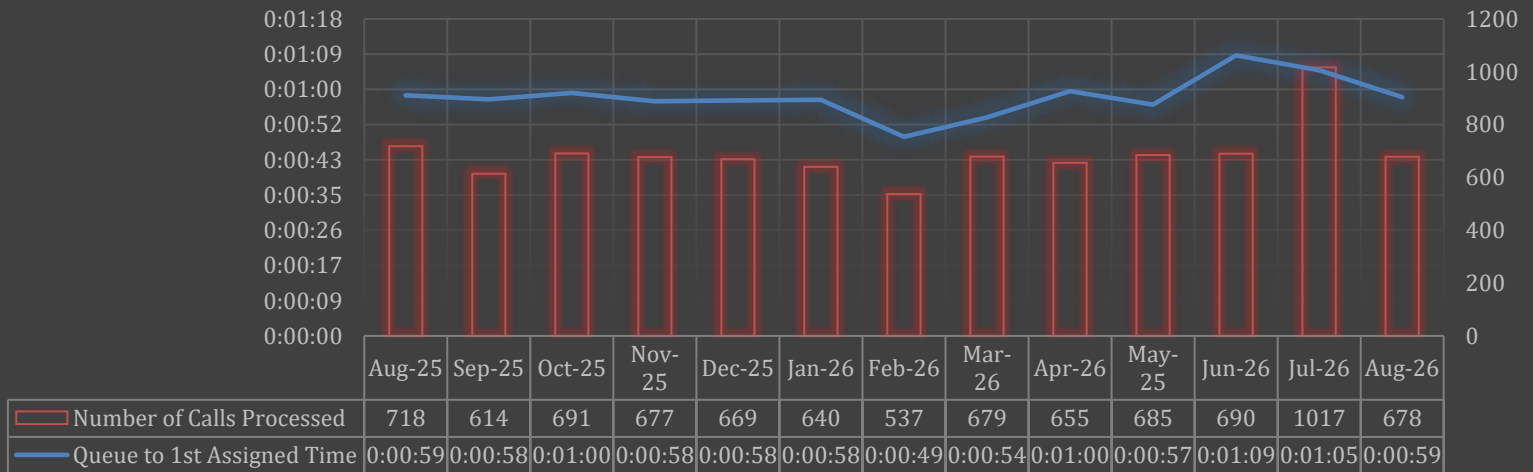


Figure 13 - FIRE: Queue to 1st Unit Assigned

Queue to First Unit Assigned Fire/Rescue (90th Percentile, based on emergency fire calls only)



CONFIRE ECNS Analysis

August 2026



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August 2026

The following is an analysis of various Emergency Communications Nursing System (ECNS) call processing components and disposition of callers participating in the ECNS process. The analysis looks at various components in the call processing continuum including determination of ECNS eligibility, proper transfer and capture in the LowCode ECNS processing software, and final disposition of pre-hospital care. Data for this analysis was extracted from CONFIREs CAD database, the LowCode database, and ImageTrend medical records.

Establishing Low-Acuity Symptoms and Eligibility for ECNS

The first step in the ECNS continuum is for the 911 dispatcher to determine the medical severity of the patient's condition. This is done through CONFIRE's Emergency Medical Dispatch (EMD) process, which uses a scripted question/answer format with the caller to identify key symptoms that help categorize medical complaints by type and severity. The final determination is captured as a "Determinant Code". Determinant codes are then used to establish the most appropriate level of response, which can include ALS or BLS units code-3 or no-code, or a transfer of the call to an ECNS nurse for alternative care and transport as appropriate.

In order to obtain a determinant code, the dispatcher must be able to speak directly to a cooperative patient or someone who is in direct communication with the patient. Factors that impede the ability to obtain a determinant code include calls coming from a third party, such as law enforcement or alarm companies, when there is a language barrier, or when the caller simply does not cooperate with the process. These situations occur on approximately 25% of the incoming 911 medical calls for service. For the purposes of this analysis, only calls where a determinant code can be obtained are used performance measurements.

Table 1 provides an overview of CONFIREs EMS call volume and EMD effectiveness based on all emergency calls coming into the system. To align with the ECNS data, the numbers are also shown during hours when the ECNS is currently operational (0700 to 2330 hrs).

Table 1: EMS 911 calls for service and EMD completion for August 2026

Item 25.

	All Calls	ECNS Operational Hours Only
Total Emergency EMS Calls	20,130	16,512
Total EMS Calls with Obtainable Determinant Code	14,970	12,343
Total EMS Calls with Determinant Code	13,205	10,775
% of EMD Obtainable EMS Calls with Determinant Code	88.2%	87.3%

Table 2 analyzes these elements using two different approaches. The first approach (column 2) is an ideal, capacity-based analysis using all EMS calls with a determinant code that qualifies for ECNS transfer using International Academies of Emergency Dispatch (IAED) protocols. This also includes eligible calls that occur during times when CONFIRE's ECNS is not staffed (2301 hrs. to 0659 hrs.).

The second approach (column 3) takes a more refined and real-world operational approach by excluding calls that, while technically eligible by determinant code, are not suitable for ECNS transfer due to situational limitations. Examples of excluded scenarios include

- The patients' condition becomes more serious during the interrogation.
- The caller is a medical facility.
- The caller is a minor with no adult on scene.
- The Patient is in a public place which inhibits detailed communication with the ECN.
- The patient is completely immobile.
- Other inability to interrogate patient (Language barrier, uncooperative).

Additionally, the second approach considers that CONFIRE's ECNS center is only staffed from 0700 hrs. to 2330 hrs. and excludes calls that are received outside ECNS operational hours. With these differences, the first approach serves as an indicator of the system's capacity with ideal circumstances, where the second approach provides a view of the practical application of the program with CONFIRE's current operations and limitations. These differences are summarized below:

Feature	First Approach – Ideal Capacity	Second Approach - Practical Application (CONFIRE Policy)
Time of Call	All hours included	Only calls within ECNS operational hours
IAED Code Eligibility	Included	Included
Situational Limitations (e.g., public setting, minor without adult)	Included	Excluded
Purpose	Measures theoretical capacity	Measures practical effectiveness

Table 2: August 2026 data comparison IAED Protocol and CONFIRE Adopted Policy.

	Based on IAED Protocol (All Hours)	Based on CONFIRE Policy (Staffed hours only)
Total Calls Eligible for ECNS:	2,033	1,650
% of EMS calls with Determinant Code Eligible for ECNS	15.4%	12.5%
Total calls eligible for ECNS transfer	2,033	1,553
Total ECNS Eligible Calls Transferred to ECN (Entered in Low Code)	701	701
% of Eligible EMS Calls Transferred to ECNS system	41.5%	53.9%

Reasons why ECNS Eligible Calls were not Transferred to the ECNS Nurse Line

CONFIRE's CAD system is configured to prompt dispatchers whenever a call meets the criteria for potential transfer to the Emergency Communications Nurse System (ECNS). Eligibility is determined by the established determinant code assigned to the incident.

When prompted, the dispatcher may choose to bypass ECNS and dispatch a standard response instead; however, they must select a reason for doing so from a predefined list. The summary below outlines the reasons calls were not transferred.

These determinations rely on the dispatcher's interpretation of the information available at the time of the call, introducing an element of subjectivity. Additionally, because the list of bypass reasons is predefined, it May not encompass every possible situation. As a result, dispatchers must exercise judgment in selecting the category that best fits the circumstances, even if it does not perfectly describe the situation.

Table 3: Dispatcher response as to why eligible calls were not transferred to ECNS.

Item 25.

Disposition Text from CAD	Total Number of Calls	% of Total Eligible Calls Not sent to Low Code	During Staffed Hours Only	% of Total Eligible Calls Not sent to Low Code During Staffed Hours
* Call Taker decided to not send incident to LowCode, with reason: ECN NOT AVAIL= No ECN staff available in house or remote (Sup Approval Required)	1193	94.9%	825	93.1%
*Call Taker decided to not send incident to LowCode, with reason: STUDENT AT SCHOOL OR MINOR ONLY SCENE= PT is a minor student at school or there is NO adult on scene	39	3.1%	39	4.4%
*Call Taker decided to not send incident to LowCode, with reason: CALL PROCESSED= sent to ECN, updated information	26	2.1%	26	2.9%
* Call Taker decided to not send incident to LowCode, with reason: MEDICAL FACILITY RP= RN/Dr requesting 911 AND is at PT bedside	15	1.2%	12	1.4%
*Call Taker decided to not send incident to LowCode, with reason: REMOTE LOCATION= Coordinates given as location or not easily accessible	8	0.6%	8	0.9%
*Call Taker decided to not send incident to LowCode, with reason: TEST CALL	1	0.1%	1	0.1%
*Call Taker decided to not send incident to LowCode, with reason: REQUESTING TO CANCEL= no longer requesting medical aid	1	0.1%	1	0.1%

For the purposes of this report, the remaining charts and graphs will represent the practical application (CONFIRE Policy) methodology.

Table 4: Transport/treatment status of ECNS calls August 2026.

Item 25.

Incoming Calls to Emergency Communications Nurse (ECN) Nurse			% of Total Transfers
	Total ECNS Transfers	701	
	Calls Aborted, unable to complete assessment (Hangups, disconnects)	126	18%
	During assessment, nurse triaged call and returned to dispatch as an emergency	21	3%
	Total calls eligible for continuation of ECNS process	554	79%
Calls Returned for Emergency Transport			
	Nurse assessment completed and ECN recommended an emergency response	79	11%
	Number of returned calls for emergency resulting in actual transport	65	
	% of returned calls for emergency resulting in transport	82%	
	Total calls eligible for deferral/referral through ECNS	475	68%
Non-emergency with no Alternative Transport			
	Patient had no alternative means of transport (Transport Unit Sent)	356	51%
	Number of non-emergency ambulance responses that resulted in actual transport.	286	
	% of non-emergency ambulance responses that resulted in actual transport.	80%	
Total calls to reach ECN that resulted in an ambulance response		435	62%
	% of total calls to reach ECN that resulted in ambulance response	78.5%	
	Total ambulance responses that resulted in a transport	352	
	% of response with transport	81%	
	Number of callers who received ECN direction and did not transport by ambulance.	119	17%
	Number of calls where assessment was completed but ambulance was sent only because the patient had no other means of transportation.	356	51%
	Combined potential transport deferrals if additional transportation options were available	475	68%

Table 5: Recommended Point of Care Disposition for patients completing ECNS process for August 2026.*

Disposition of Care*		
Seek Emergency Care as Soon as Possible	295	53.2%
Seek Face to Face Care within 1-4 Hours	143	25.8%
Emergency Response	79	14.3%
Speak to Your Doctor/Health Care Professional to Review the Symptoms As Soon As Possible	5	0.9%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 12 Hours (same day)	19	3.4%
Self-Care	4	0.7%
Contact Poison Control or Local Pharmacist	2	0.4%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 1-3 Days	4	0.7%
Schedule a Routine Appointment with a Doctor/Health Care Professional	1	0.2%
Contact Community Crisis Line or Community Mental Health Team	2	0.4%
Total Calls Eligible for Deferral (total minus "Emergency Response")	475	

**This represents recommended care given by the ECN. The ECNS program does not have a mechanism to follow up on whether callers follow through with the recommendations. Also, the numbers in this table include callers calls that were returned to 911 as emergency and callers who were provided a recommendation that did not require ambulance transport, but August have received an ambulance transport due to lack of alternative transportation (see table 4 for detail)*

Figure 1: Percentage of ECNS eligible Calls that are transferred to ECN and entered into Low Code system by date.

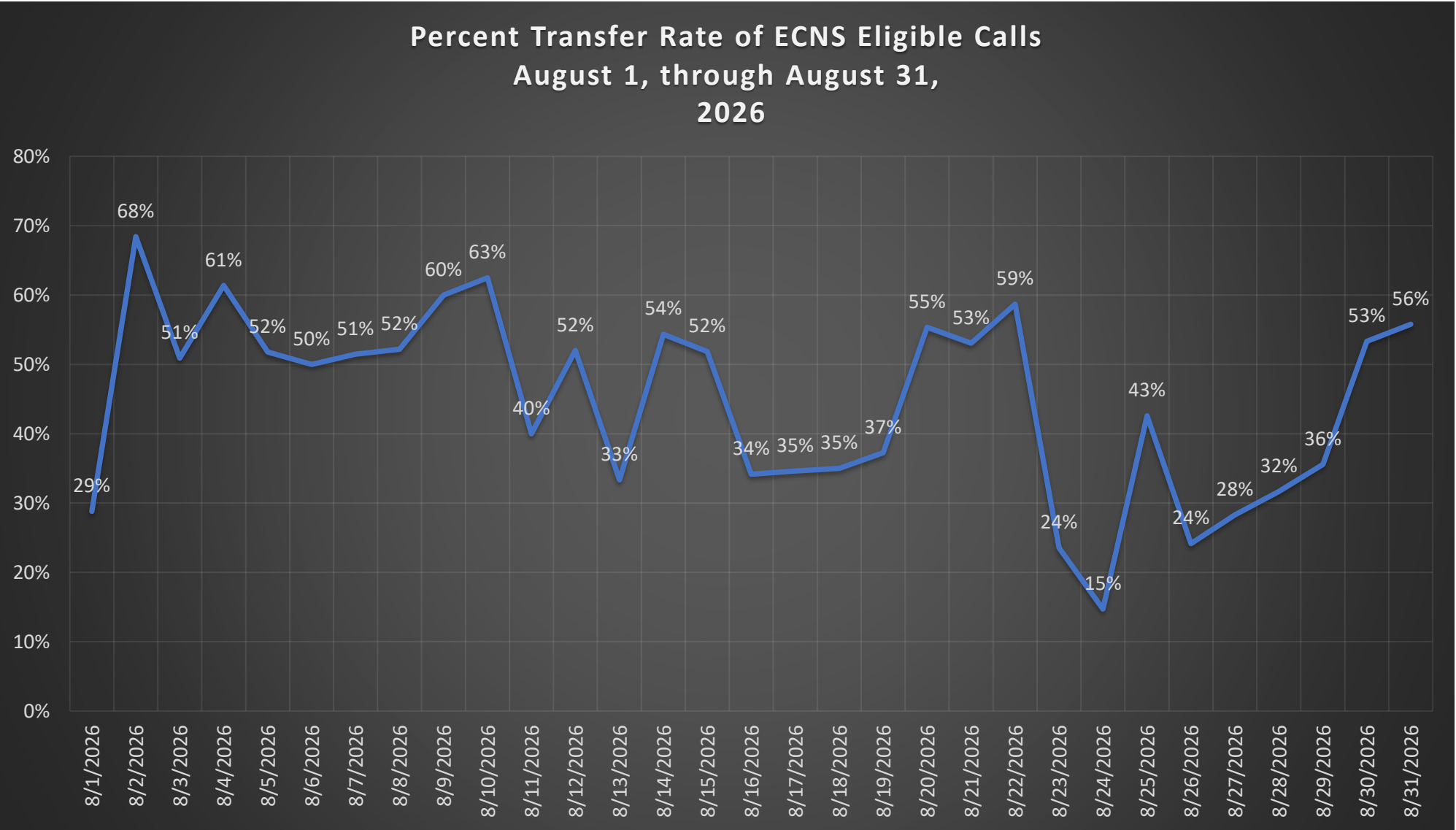


Figure 2: Total number of ECNS eligible calls and the number of them that were transferred to an ECN/entered into Low Code by date.

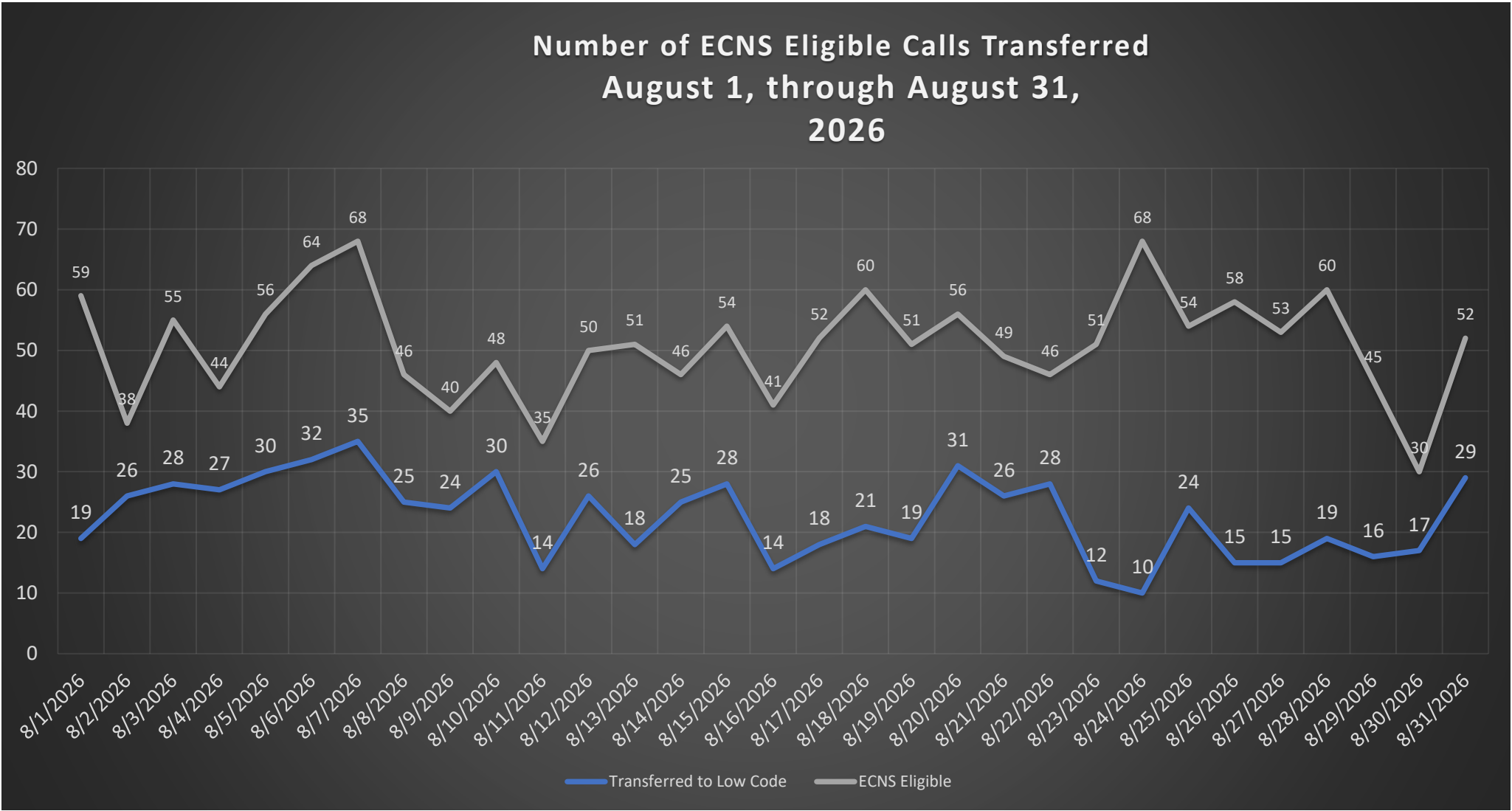


Figure 3: 12-month analysis of ECNS eligible calls and rates of transfer to ECN/Low Code system.

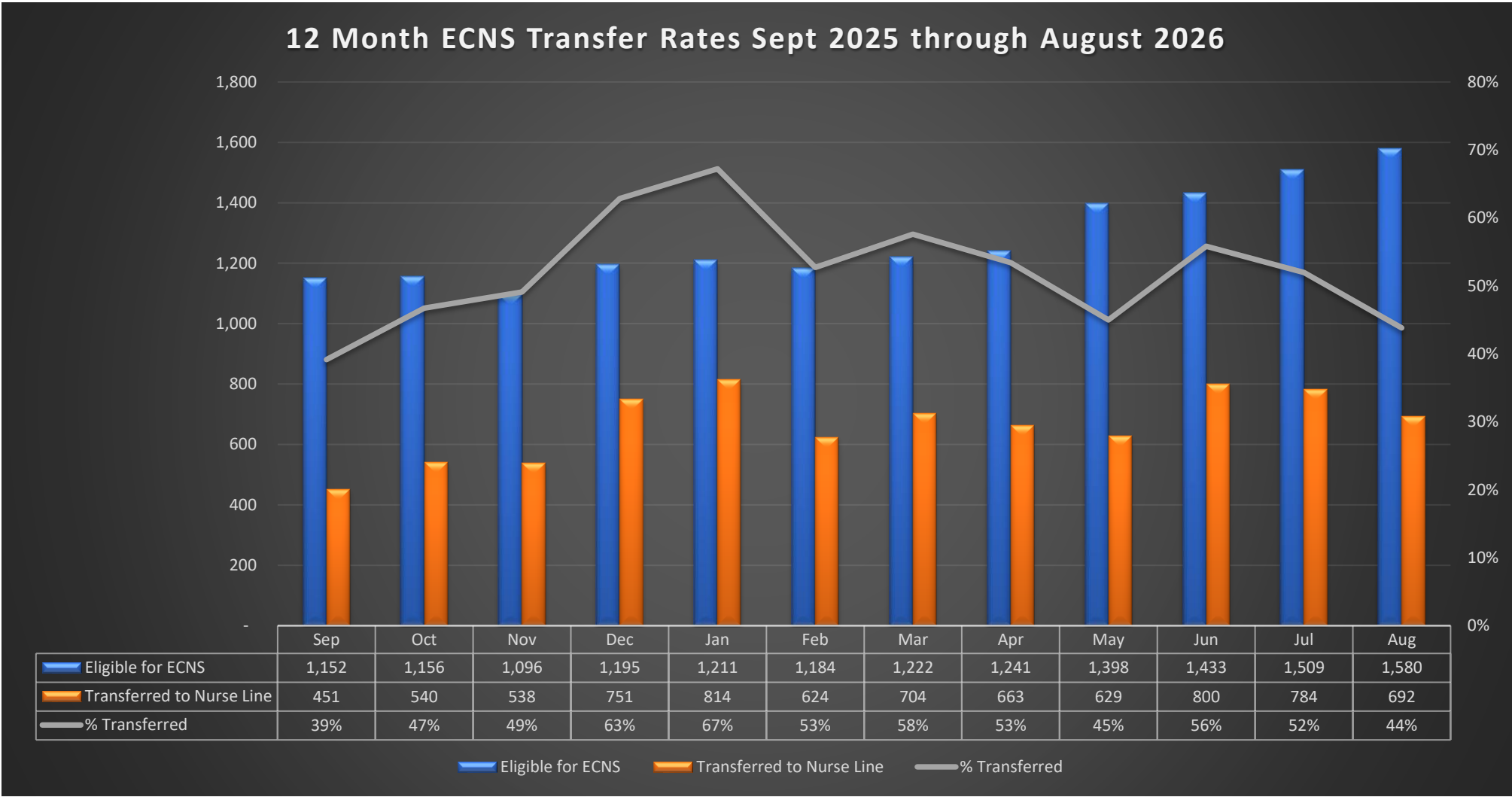
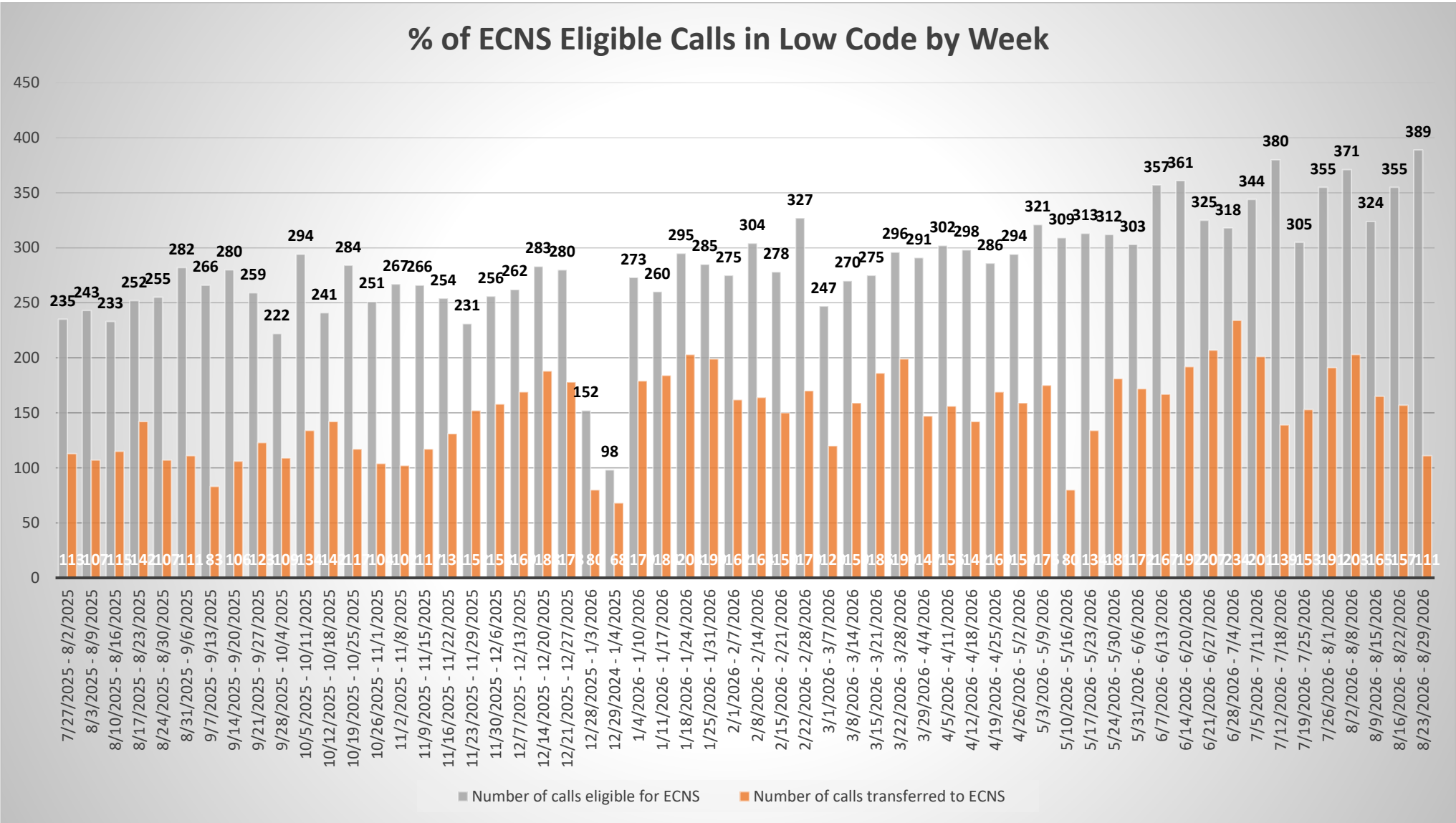


Figure 4: Number of eligible ECNS calls and rates of transfer from August 2025 through August 2026.



**CONFIRE**

STAFF REPORT

DATE: September 22, 2026

FROM: Nathan Cooke, Executive Director

BY: Ivan Ramirez, Finance Manager
Erika Torres-Murillo, Staff Analyst II

TO: CONFIRE Administrative Committee

SUBJECT: Contract Employee Agreement – Mike Bell

Recommendation

Approve contract employment agreement with Mike Bell to be employed as Special Projects Leader in the not-to-exceed amount of \$135,283, from September 22, 2026, to September 21, 2027.

Background Information

CONFIRE seeks to transition Mike Bell from a Public Service Employee (PSE) to Special Projects Leader whose broad range of responsibilities will include, but not limited to the following:

- Oversee and maintain advanced operational and technology workflows, including mission critical systems that directly impact readiness and continuity.
- Evaluate, document, and facilitate onboarding of new customer agencies or system participants, ensuring service delivery requirements are fully understood and operationally supported.
- Coordinate multi-agency alignment, including vendor oversight, cross jurisdictional communication, and support for shared operational objectives.
- Manage key transition projects, including system testing, functional integration, readiness verification, and implementation timelines tied to technology or operational changes
- Exercise significant autonomy and technical judgment, making operational recommendations, developing project solutions, and providing program level leadership within the scope of contract services.

As Mike Bell continues to provide ongoing essential services to CONFIRE, it is important to transition him out of the PSE position. PSE positions are typically reserved for specific timeframes and special assignments and not for ongoing long-term services.

Either party may terminate this Contract at any time without cause with a fourteen (14) day prior written notice to the other party.

Financial Impact

The annual cost will be \$135,283. The cost of this agreement will be funded from the Operations budget (Fund 5008) and was previously contemplated in the FY-26-27 budget.

Attachments

- 2026-__Agreement – Bell

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR CONFIRE, JPA USE ONLY

Contract Number

SAP Number

Consolidated Fire Agencies Joint Powers Authority

Department Contract Representative	Nathan Cooke
Telephone Number	909-356-2302
CONTRACTOR	Mike Bell
CONTRACTOR Representative	909-816-4851
Telephone Number	
Contract Term	September 22, 2026-September 21, 2027
Original Contract Amount	
Total Contract Amount	\$135,283
Cost Center	

THIS CONTRACT is entered into in the State of California by and between CONFIRE, and (Mike Bell) 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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VII. Conclusion.....	7

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall be employed as a Special Projects Leader with CONFIRE JPA. CONTRACTOR shall work cooperatively with CONFIRE JPA staff under the direction of the Executive Director.

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

- Oversee and maintain advanced operational and technology workflows, including mission-critical systems that directly impact readiness and continuity.
- Evaluate, document, and facilitate onboarding of new customer agencies or system participants, ensuring service delivery requirements are fully understood and operationally supported.
- Coordinate multi-agency alignment, including vendor oversight, cross-jurisdictional communication, and support for shared operational objectives.
- Manage key transition projects, including system testing, functional integration, readiness verification, and implementation timelines tied to technology or operational changes.
- Exercise significant autonomy and technical judgment, making operational recommendations, developing project solutions, and providing program-level leadership within the scope of contract services.

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 September 22, 2026, through September 21, 2027, 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 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 \$65.04 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 Service" above.

Item 26.

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 3rd Degree Screening, and a medical examination through the Concentra Urgent Care. 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.

The Parties have executed this Agreement on the dates indicated below.

CONSOLIDATED FIRE AGENCIES, JPA Mike Bell

Date: _____

Date: _____

By: _____

By: _____

Print Name: Nathan Cooke

Print Name: Mike Bell

Its: Executive Director



STAFF REPORT

DATE: September 22, 2026

FROM: Nathan Cooke, Executive Director

TO: CONFIRE Administrative Committee

**SUBJECT: Surplus Vehicle Declaration and Trade in Authorization – Asset
020196**

Recommendation

1. Declare the CONFIRE-owned 2017 Ford Transit Connect Cargo XL Van, Asset No. 020196, VIN NM0LS7E78H1300720, surplus personal property because the vehicle is no longer required for, or adequately suited to, CONFIRE operational need
2. Approve the trade-in of the vehicle to the dealer selected through a future authorized new-vehicle procurement for a commercially reasonable trade-in allowance, using the documented market valuation of \$12,270 as the current valuation benchmark, with the trade-in credit applied directly toward the purchase of replacement staff vehicles.

Background Information

CONFIRE owns a 2017 Ford Transit Connect Cargo XL Van, Asset No. 020196, that no longer adequately meets the organization's operational requirements. Staff recommends replacing the vehicle with staff vehicles having a configuration better suited to current operational needs.

The Transit Connect has experienced recurring maintenance and reliability concerns, and its cargo-van configuration no longer provides the best operational fit for the organization. CONFIRE has incurred approximately \$14,795.46 in life-to-date maintenance and repair expenditures. The vehicle has also been subject to six manufacturer recall campaigns, which are documented in the attached vehicle history.

Kelley Blue Book identifies a trade-in value of \$12,270, within a reported range of \$12,100 to \$14,025, based on 38,670 miles and a condition rating of "Good" as of September 1, 2026. Staff recommends using \$12,270 as the current valuation benchmark when evaluating the final trade-in allowance and overall replacement-vehicle transaction.

Applying the trade-in credit directly toward replacement staff vehicles preserves the remaining value of the asset for a public purpose, reduces the net acquisition cost of the replacement vehicles, and avoids the additional administrative effort and uncertainty associated with a separate sale or auction.

CONFIRE Administrative Committee Policy 3.010 provides that CONFIRE will dispose of surplus property in the same manner as the Restriction Designee identified in the Joint Powers Agreement. The policy identifies the San Bernardino County Fire Protection District as the Restriction Designee for reference.

San Bernardino County Policy 12-18 requires County property with an estimated value of \$10,000 or more to be declared surplus by the Board of Supervisors before disposition. Applying that disposition framework to CONFIRE through Administrative Committee Policy 3.010, staff is requesting that the Administrative Committee declare Asset No. 020196 surplus before the trade-in is completed.

Financial Impact

The trade-in is expected to provide a credit of approximately \$12,270 toward a future purchase of replacement staff vehicles, subject to final dealer valuation and the overall terms of the authorized procurement.

This action does not authorize a new expenditure beyond the previously approved budget and applicable procurement authority. Replacement-vehicle costs will be charged to the EMS fund (5020).

Attachments

1. Kelley Blue Book trade-in valuation dated September 1, 2026.
2. Dealer trade-in offer or final trade-in valuation documentation.
3. Vehicle maintenance, repair, and manufacturer recall summary.

Sandoval, Dale

From: Todd Eff <teff@fairviewford.com>
Sent: Thursday, September 3, 2026 1:15 PM
To: Sandoval, Dale
Subject: RE: Trade-In
Attachments: 09032026_Lending Breakdown Kelley Blue Book 09_03_2026 Edition 9.pdf

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#) | [Report](#)

Hi Dale,

I attached the KBB book sheets for this one. Fairview Ford will give you \$14,000.00 for this vehicle in good running condition with no major damage based on photos and miles.

Best regards,

Todd Eff
Commercial Fleet Director
Fairview/Fairway Ford
PO Box 1390/292 N. G St.
San Bernardino, CA 92402
Direct (909)386-0281
Fax (909)386-0292
teff@fairviewford.com

From: Sandoval, Dale <dsandoval@confire.org>
Sent: Monday, August 31, 2026 7:36 AM
To: Todd Eff <teff@fairviewford.com>
Subject: Trade-In

Good morning Todd,
Attached are the photos of the transit connect I'm looking to trade in. I still have to figure out our internal policies to be sure I'm able to trade it in, but I thought I'd get ahead of it and send you the pics.

Thank you,



Dale Sandoval
Logistics Manager
CONFIRE Consolidated Fire Agencies
1743 Miro Way, Rialto, CA 92376
Email: Dsandoval@ConFire.org

Lending Breakdown

Kelley Blue Book

09/03/2026 Edition 92410

2017 Ford Transit Connect Cargo XL Van 4D ----- \$8,710

VIN: NM0LS7E78H1300720

4-Cyl, Flex Fuel, 2.5 Liter ----- Included

Automatic, 6-Spd w/SelectShift ----- Included

FWD ----- Included

*** Equipment ***

Hill Start Assist Control ----- Included

Electronic Stability Control ----- Included

ABS (4-Wheel) ----- Included

Perimeter Alarm System ----- Included

Keyless Entry ----- Included

Air Conditioning ----- Included

Power Windows ----- Included

Power Door Locks ----- Included

Cruise Control ----- Included

Power Steering ----- Included

Tilt Wheel ----- Included

AM/FM Stereo ----- Included

Dual Air Bags ----- Included

Side Air Bags ----- Included

Head Curtain Air Bags ----- Included

Dual Power Seats ----- Included

Steel Wheels ----- Included

Condition ----- Fair

Total Value without mileage ----- \$8,710

Mileage adjustment (38703) miles ----- \$6,260

*** KBB Lending

\$14,970

Fairview Ford - MARK PETRONELLA

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Auction Breakdown

Kelley Blue Book

09/03/2026 Edition 92410

2017 Ford Transit Connect Cargo XL Van 4D \$6,010

VIN: NM0LS7E78H1300720

4-Cyl, Flex Fuel, 2.5 Liter Included
 Automatic, 6-Spd w/SelectShift Included
 FWD Included

*** Equipment ***

Hill Start Assist Control Included
 Electronic Stability Control Included
 ABS (4-Wheel) Included
 Perimeter Alarm System Included
 Keyless Entry Included
 Air Conditioning Included
 Power Windows Included
 Power Door Locks Included
 Cruise Control Included
 Power Steering Included
 Tilt Wheel Included
 AM/FM Stereo Included
 Dual Air Bags Included
 Side Air Bags Included
 Head Curtain Air Bags Included
 Dual Power Seats Included
 Steel Wheels Included
 Condition Fair
 Total Value without mileage \$6,010
 Mileage adjustment (38703) miles \$6,260

*** KBB Auction
 \$12,270

Fairview Ford - MARK PETRONELLA

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2017 Ford Transit Connect Cargo Pricing Report

Style: XL Van 4D

Mileage: 38,670

KBB.com Consumer Rating: 4.1/5

Trade in to a Dealer



Valid for ZIP code 92415 through 09/01/2026

Your Configured Options

Our pre-selected options, based on typical equipment for this car.



Options that you added while configuring this car.

Exterior Color

✓ White

Engine

4-Cyl, Flex Fuel, 2.5 Liter

Drivetrain

FWD

Transmission

Automatic, 6-Spd
w/SelectShift

Braking and Traction

ABS (4-Wheel)

Electronic Stability
Control

Comfort and Convenience

Air Conditioning

Cruise Control

Keyless Entry

Power Door Locks

Power Windows

Entertainment and Instrumentation

AM/FM Stereo

Safety and Security

Dual Air Bags

Head Curtain Air Bags

Side Air Bags

Steering

Power Steering

Tilt Wheel

Wheels and Tires

Steel Wheels

Kelley Blue Book® Trade-In Value - This is the amount you can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options indicated.

Trade-In Range - The Trade-In Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week based on the style, condition, mileage and options of your vehicle when you trade it in to a dealer. However, every dealer is different and values are not guaranteed.

Kelley Blue Book® Private Party Value - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an "as is" value that does not include any warranties. The final price depends on the car's actual condition and local market factors.

Private Party Range - The Private Party Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week for a vehicle with stated mileage in the selected condition and configured with your selected options, excluding taxes, title and fees when selling to a private party.

Excellent Condition - 3% of all cars we value. This car looks new and is in excellent mechanical condition. It has never had paint or bodywork and has an interior and body free of wear and visible defects. The car is rust-free and does not need reconditioning. Its clean engine compartment is free of fluid leaks. It also has a clean title history, has complete and verifiable service records and will pass safety and smog inspection.

Very Good Condition - 23% of all cars we value. This car has minor wear or visible defects on the body and interior but is in excellent mechanical condition, requiring only minimal reconditioning. It has little to no paint and bodywork and is free of rust. Its clean engine compartment is free of fluid leaks. The tires match and have 75% or more of tread. It also has a clean title history, with most service records available, and will pass safety and smog inspection.

Good Condition - 54% of all cars we value. This car is free of major mechanical problems but may need some reconditioning. Its paint and bodywork may require minor touch-ups, with repairable cosmetic defects, and its engine compartment may have minor leaks. There are minor body scratches or dings and minor interior blemishes, but no rust. The tires match and have 50% or more of tread. It also has a clean title history, with some service records available, and will pass safety and smog inspection.

Fair Condition - 18% of all cars we value. This car has some mechanical or cosmetic defects and needs servicing, but is still in safe running condition and has a clean title history. The paint, body and/or interior may need professional servicing. The tires may need replacing and there may be some repairable rust damage.

Tip:

It's crucial to know your car's true condition when you sell it, so that you can price it appropriately. Consider having your mechanic give you an objective report.

San Bernardino County Vehicle Management System
W527 - Charges By Department History
9/1/2026 10:28:48 AM

ALL CHARGES, BILLABLE AND NON-BILLABLE
10/01/2016 - 07/31/2026
Statement(s): 4605 to 5115

ASSET NUMBER	DESCRIPTION	MI / HRS USAGE	MP / \$ MILEAGE	FIXED \$ ASSET	FUEL \$ CHARGES	FUEL GALLONS	\$ PARTS	\$ LABOR	\$ SUBLETS	ADJUST / \$ MISC	\$ TOTAL
Organization: 001 \ Active Fleet											
Department: 883 \ CON FIRE											
Account: 7912114064 55405018											
020196	2017 TRANSIT CON	0	0.000	0.000	4,645.502	1,271.6	2,152.322	9,094.450	0.000	411.000	16,303.274
Account Totals: 7912114064 55405018		0	0.000	0.000	4,645.502	1,271.6	2,152.322	9,094.450	0.000	411.000	16,303.274
Account: 7913264064 55415019											
020196	2017 TRANSIT CON	0	0.000	0.000	0.000	0.0	0.000	-291.100	0.000	0.000	-291.100
Account Totals: 7913264064 55415019		0	0.000	0.000	0.000	0.0	0.000	-291.100	0.000	0.000	-291.100
Account: 8831005008 52002925											
020196	2017 TRANSIT CON	49,230	18,101.780	6,147.700	0.000	0.0	0.000	0.000	0.000	0.000	24,249.480
Account Totals: 8831005008 52002925		49,230	18,101.780	6,147.700	0.000	0.0	0.000	0.000	0.000	0.000	24,249.480
Account: 8831005008 52002930											
020196	2017 TRANSIT CON	0	0.000	0.000	149.540	37.5	462.728	1,633.691	156.000	62.000	2,463.959
Account Totals: 8831005008 52002930		0	0.000	0.000	149.540	37.5	462.728	1,633.691	156.000	62.000	2,463.959
Account: 8836005008 52002925											
020196	2017 TRANSIT CON	6,077	4,274.670	1,012.000	0.000	0.0	0.000	0.000	0.000	0.000	5,286.670
Account Totals: 8836005008 52002925		6,077	4,274.670	1,012.000	0.000	0.0	0.000	0.000	0.000	0.000	5,286.670
Department Totals: 883 \ CON FIRE		55,307	22,376.450	7,159.700	4,795.042	1,309.1	2,615.050	10,437.041	156.000	473.000	48,012.283

Asset Count: 1

Meter Usage:	55,307	Parts - Work Orders:	2,615.050
Mileage Charges:	22,376.450	Parts - Direct Charge:	0.000
Motor Pool Charges:	0.000	Labor - Work Orders:	10,437.041
Base Charges:	5,876.000	Labor - Direct Charge:	0.000
Insurance Charges:	0.000	Sublet - Work Orders:	156.000
Custom Base Charges:	1,283.700	Sublet - Direct Charge:	0.000
Replacement Charges:	0.000	Misc Cost - Work Orders:	342.000
Fuel Charges:	4,795.042	Misc Cost - Direct Charge:	0.000
Fuel Gallons:	1,309.1	Billing Adjustments - Work Orders:	0.000
		Billing Adjustments - Direct Charge:	0.000
		Billing Adjustments - Other:	131.000

San Bernardino County Vehicle Management System
W527 - Charges By Department History
9/1/2026 10:28:48 AM

ALL CHARGES, BILLABLE AND NON-BILLABLE
10/01/2016 - 07/31/2026
Statement(s): 4605 to 5115

ASSET NUMBER	DESCRIPTION	MI / HRS USAGE	MP / \$ MILEAGE	FIXED \$ ASSET	FUEL \$ CHARGES	FUEL GALLONS	\$ PARTS	\$ LABOR	\$ SUBLETS	ADJUST / \$ MISC	\$ TOTAL
Organization: CFR \ County Fire											
Department: 883 \ CON FIRE											
Account: 7913114064 40709800											
020196	2017 TRANSIT CON	0	0.000	0.000	0.000	0.0	0.000	0.000	0.000	-12.700	-12.700
Account Totals: 7913114064 40709800		0	0.000	0.000	0.000	0.0	0.000	0.000	0.000	-12.700	-12.700
Account: 8836005008 52002930											
020196	2017 TRANSIT CON	0	0.000	400.000	887.977	314.8	117.068	720.250	0.000	40.000	2,165.295
Account Totals: 8836005008 52002930		0	0.000	400.000	887.977	314.8	117.068	720.250	0.000	40.000	2,165.295
Account: NDN 883 600 200 2865											
020196	2017 TRANSIT CON	0	0.000	0.000	0.000	0.0	225.512	0.239	0.000	8.000	233.751
Account Totals: NDN 883 600 200 2865		0	0.000	0.000	0.000	0.0	225.512	0.239	0.000	8.000	233.751
Account: NDN 883 600 200 2930											
020196	2017 TRANSIT CON	0	0.000	80.000	23.760	10.8	0.000	0.000	0.000	16.000	119.760
Account Totals: NDN 883 600 200 2930		0	0.000	80.000	23.760	10.8	0.000	0.000	0.000	16.000	119.760
Department Totals: 883 \ CON FIRE		0	0.000	480.000	911.737	325.6	342.580	720.489	0.000	51.300	2,506.106

Asset Count: 1

Meter Usage:	0	Parts - Work Orders:	342.580
Mileage Charges:	0.000	Parts - Direct Charge:	0.000
Motor Pool Charges:	0.000	Labor - Work Orders:	720.489
Base Charges:	0.000	Labor - Direct Charge:	0.000
Insurance Charges:	480.000	Sublet - Work Orders:	0.000
Custom Base Charges:	0.000	Sublet - Direct Charge:	0.000
Replacement Charges:	0.000	Misc Cost - Work Orders:	32.000
Fuel Charges:	911.737	Misc Cost - Direct Charge:	0.000
Fuel Gallons:	325.6	Billing Adjustments - Work Orders:	0.000
		Billing Adjustments - Direct Charge:	0.000
		Billing Adjustments - Other:	19.300

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9/1/2026 10:28:48 AM
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10/01/2016 - 07/31/2026
Statement(s): 4605 to 5115

		MI / HRS	MP /	FIXED	FUEL	FUEL			ADJUST /	
		USAGE	\$ MILEAGE	\$ ASSET	\$ FUEL	GALLONS	\$ PARTS	\$ LABOR	\$ SUBLETS	\$ MISC
REPORT TOTALS:		55,307	22,376.450	7,639.700	5,706.779	1,634.7	2,957.630	11,157.530	156.000	524.300
Asset Count: 1		Meter Usage:				55,307		Parts - Work Orders:		2,957.630
		Mileage Charges:				22,376.450		Parts - Direct Charge:		0.000
		Motor Pool Charges:				0.000		Labor - Work Orders:		11,157.530
		Base Charges:				5,876.000		Labor - Direct Charge:		0.000
		Insurance Charges:				480.000		Sublet - Work Orders:		156.000
		Custom Base Charges:				1,283.700		Sublet - Direct Charge:		0.000
		Replacement Charges:				0.000		Misc Cost - Work Orders:		374.000
		Fuel Charges:				5,706.779		Misc Cost - Direct Charge:		0.000
		Fuel Gallons:				1,634.7		Billing Adjustments - Work Orders:		0.000
								Billing Adjustments - Direct Charge:		0.000
								Billing Adjustments - Other:		150.300

TOTAL PARTS, LABOR,
SUBLETS & MISC:
14,795.460

REPORT PARAMETERS:

Time Zone:	Pacific Standard Time
Start Statement ID:	4605 [10/01/2016 TO 10/31/2016]
End Statement ID:	5115 [06/25/2026 TO 07/31/2026]
Organization:	All Values
Department:	All Values
Asset Shop:	All Values
Maint Shop:	All Values
Site:	All Values
Billing Code:	All Values
Show Expense Account Numbers:	Yes
Show Assets w/ No Charges:	No
Show Details:	No
Show Obsolete Documents:	Exclude Obsolete
Repair Reason:	All Values
Repair Schedule (Target):	All Values
Asset Number:	020196
Financial Reference Number:	All Values
Transactional Rounding:	Round transactions to 3 decimal places.
Page Break:	Yes

REPORT VERSIONS:

Report Version:	20200617.1800
Script Version:	20200617.1800



STAFF REPORT

DATE: September 22, 2026

FROM: Joe Barna
Deputy Executive Director

TO: Administrative Committee

SUBJECT: APPROVAL OF ADMINISTRATIVE COMMITTEE POLICY AMENDMENTS

Recommended Action

Staff recommends that the Administrative Committee approve revisions to AP 1.001, AP 2.001, AP 2.002, AP 2.003, AP 2.004, AP 2.005, and AP 3.009 to conform the Administrative Committee Policy Manual to the Personnel Rules adopted by the Board of Directors. The approval would also authorize non-substantive formatting, numbering, title, and cross-reference corrections that do not alter the approved policy substance, employee rights, or controlling authority.

Staff separately recommends approval of AP 1.004, Record Retention, because that policy includes a comprehensive records-management update in addition to the conforming changes to the Personnel Rules. Separate approval allows the Administrative Committee to distinguish the broader records-management action from the narrower personnel-policy-conforming amendments while considering both in the same agenda item.

Background Information

The Board of Directors' adoption of the CONFIRE Personnel Rules requires corresponding amendments to the Administrative Committee policies addressing personnel administration, classification, records, and organizational authority. The existing Administrative Committee manual was developed under an earlier personnel structure and includes terminology, authority references, and document concepts that no longer fully align with the Board-approved Rules.

Most of the proposed amendments are conforming changes rather than expansions of Administrative Committee policy. The revisions preserve the existing purpose of each policy while updating Executive Director and Human Resources terminology, removing obsolete Special District and personnel-manual assumptions, and aligning the policies with the authority, employment status, records, and position control framework established by the Personnel Rules.

Conforming Policy Amendments

AP 1.001 aligns the Administrative Committee policy hierarchy with the Personnel Rules and CONFIRE's controlled-document structure. The revision clarifies the respective authority of Board and Administrative Committee policies, recognizes the controlling effect of applicable memoranda of understanding within their

lawful scope, and confirms that enterprise policies, procedures, job aids, forms, and the employee handbook may implement but not supersede controlling authority.

AP 2.001 aligns the Executive Director's duties with the Personnel Rules' appointing-authority and personnel-administration framework. The revision updates the Director title, confirms the Executive Director's authority over CONFIRE employees subject to the Personnel Rules and controlling agreements, limits staffing actions to the authorized budget and position-control framework, and replaces the obsolete annual requirement for the Personnel Procedures Manual with controlled implementation procedures.

AP 2.002 replaces the prior policy's duplicative at-will position list with the classified and unclassified service structure established by the Personnel Rules and Exempt Compensation Plan. The revised policy recognizes that classified positions may be represented or nonrepresented, confirms that unclassified service is at-will, places exempt classification listings in the Board-approved Exempt Compensation Plan, and requires employment-status changes to occur through the authority and documentation established by controlling sources.

AP 2.003 and AP 2.004 require only limited conforming changes to the new personnel framework. AP 2.003 retains the existing nondiscrimination standard while updating Human Resources, complaint, investigation, and disciplinary references, and AP 2.004 retains the existing employee political-activity standard while adding the Personnel Rules and other controlling authority as governing references.

AP 2.005 aligns personnel-record custody, employee access, written responses, confidentiality, and authorized disclosure with Rule 17 of the Personnel Rules. Human Resources is designated as the custodian of official personnel records, and access, inspection, copying, withholding, and disclosure are governed by applicable law, the Personnel Rules, and any controlling memorandum of understanding.

AP 3.009 aligns organizational chart and position control administration with the Personnel Rules while preserving Executive Director flexibility within existing approvals. The Executive Director may manage vacancies, reporting relationships, assignments, and position or organizational changes within the approved budget, staffing authorization, classification plan, salary schedule, and delegated authority, while changes requiring a budget or staffing amendment, a new or abolished classification, a salary-range change, or other governing-body action remain subject to the appropriate approval process.

AP 1.004 Record Retention

AP 1.004 is presented for separate approval because its revision is a comprehensive records-management update rather than merely a Personnel Rules-conforming amendment. The proposed policy establishes an agency-wide framework for record retention, storage, security, legal holds, public records requests, destruction, and compliance across operational, administrative, financial, personnel, technology, and EMS records.

The revised AP 1.004 substantially expands the retention schedule to reflect CONFIRE's current operations and EMS implementation. It addresses CAD and 911 records; radio and dispatch records; EMS patient and clinical records; ambulance billing and reimbursement records; HIPAA and CMIA documentation; contracts and administrative records; personnel records; cybersecurity and system records; and the relationship among backups, archival retention, legal holds, and authorized destruction.

The Personnel Rules-related portion of AP 1.004 recognizes Rule 17 and AP 2.005 as part of the personnel-record framework, while leaving the retention schedule as the controlling operational source for record retention

periods. This keeps personnel-record custody and employee-access requirements coordinated with Personnel Rules, without duplicating the detailed rights and procedures set forth in the retention policy.

Separate approval of AP 1.004 provides appropriate visibility for the broader records-policy decision without creating a second agenda item. The Administrative Committee can first act on the personnel-policy-conforming amendments and then take a separate action on the comprehensive Record Retention policy within the same staff report and presentation.

The proposed policy amendments preserve negotiated employee rights and do not independently supersede an applicable memorandum of understanding, compensation plan, employment agreement, or law. Where a controlling employment source establishes a different right, procedure, timeline, or standard within its lawful scope, that source continues to control as provided by the Personnel Rules and the revised policy hierarchy.

Approval of these amendments will complete the Administrative Committee's immediate policy alignment needed to implement the Board-approved Personnel Rules. The conforming changes will allow CONFIRE to continue development of enterprise policies, departmental procedures, job aids, and the employee handbook using a consistent personnel and governance framework.

Financial Impact

Approval of the Administrative Committee policy amendments is not expected to create a direct fiscal impact. Implementation will primarily involve routine policy administration, records management, document control, and staff communication within existing resources; any future expenditures for systems, staffing, technology, or programs will remain subject to the adopted budget and applicable approval and procurement requirements.

Attachments

1. AP 1.001 - Administrative Committee Policy Establishment and Numbering
2. AP 2.001 - Executive Director - Duties and Responsibilities
3. AP 2.002 - Classification and Employment Status
4. AP 2.003 - Nondiscrimination in Employment
5. AP 2.004 - Political Activities of Employees
6. AP 2.005 - Restricted Access to Personnel Information
7. AP 3.009 - Organizational Chart
8. AP 1.004 - Record Retention (separate recommended action)



Administrative Committee Policy Manual

AP 1.001 Administrative Committee Policy Establishment and Numbering

Document Number	AP 1.001	Issue Date	6/06/22 2021
Title	Administrative Committee Policy Establishment and Numbering	Review Date	To Be Determined
Section	Series 1000 - General	Revision Date	To Be Determined
Policy Owner	To Be Determined Executive Administration / Board Clerk	Approved By	Administrative Committee
Applicability	To Be Determined		
Applicability	Administrative Committee members, Executive Director, policy owners, and persons administering controlled Administrative Committee documents	Required Reviews	To Be Determined Executive Director; Board Clerk; Legal Counsel
Related Policy / Authority / Standards	To Be Determined Joint Powers Agreement; BP 1.001; BP 6.001; CONFIRE Personnel Rules	Supersedes	AP 1.001, Administrative Committee Policy Establishment and Numbering, adopted 06/22/2021
Supersedes	DRAFT FOR LEGAL, LABOR, AND GOVERNANCE REVIEW - NOT APPROVED		
	To Be Determined		

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The Board of the Consolidated Fire Agencies of the Greater Inland Empire ("CONFIRE") established the Administrative Committee of CONFIRE and vested the Administrative Committee with the authority to:

- Direct and supervise the operations of CONFIRE.
- Establish rules for its own procedures.

Such authority is limited by the laws of California, Board Policies, and the Joint Powers Agreement governing CONFIRE. These Administrative Policies are established pursuant to this vested authority.

The Administrative Committee shall submit the Manual of Administrative Policies to the Board annually for its review and consideration ~~on an annual basis~~.

The definitions in this Administrative Policy shall apply to the entire Manual of Administrative Policies. For personnel matters, terms defined in the CONFIRE Personnel Rules shall be applied consistently with those Rules unless a controlling Administrative Committee policy provides otherwise.

Interpretation

1. In the event of a conflict between this Manual of Administrative Policies and the Manual of Board Policies, the Manual of Board Policies shall control.

1. Where a Board Policy and an Administrative Committee Policy address the same matter, each shall be applied within the authority assigned to that body by the Joint Powers Agreement. A Board Policy controls to the extent the matter is reserved to the Board of Directors.

2. In the event of a conflict between this Manual of Administrative Policies and the Joint Powers Agreement governing CONFIRE, the Joint Powers Agreement shall control.

3. In the event of a conflict between this Manual of Administrative Policies and a memorandum of understanding ("MOU") entered into between CONFIRE and a duly recognized employee organization pursuant to the Meyers-Milias-Brown Act (~~Government Code Sections 3500-3510~~), the MOU shall control within its lawful and stated scope.

4. The CONFIRE Personnel Rules govern the personnel system within their approved scope. Enterprise policies, procedures, standard operating procedures, forms, job aids, administrative practices, and the employee handbook may implement higher authority but may not amend or supersede a controlling source.



Administrative Committee Policy Manual

Numbering

1. The first set of digits reflects the Series (i.e., General, Personnel, etc.).
2. The second set of digits reflects the Policy number.
3. The third set of digits, if any, memorializes revisions to the Administrative Policy. Using this Policy as an example, 1.001.01 would reflect the first revision.

Related Documents

- [Third Amended and Restated Joint Powers Agreement for CONFIRE, as amended.](#)
- [BP 1.001, Policy Establishment and Numbering.](#)
- [BP 6.001, Administrative Committee.](#)
- [CONFIRE Personnel Rules.](#)

Revision History

Date	Action	Summary of Change	Approval Authority
06/22/2021	Adopted	Original policy adopted.	Administrative Committee
[MM/DD/YYYY]	Revised	Added Personnel Rules and controlled-document hierarchy references while preserving the Administrative Committee's delegated authority.	Administrative Committee



Administrative Committee Policy Manual

AP 2.001 Director - Duties and Responsibilities

Document Number	AP 2.001	Issue Date	{6/06/22, 2021}
Title	<u>Executive</u> Director - Duties and Responsibilities	Review Date	To Be Determined
Section	Series 2000 - Personnel	Revision Date	To Be Determined
Policy Owner	To Be Determined <u>Executive Administration</u>	Approved By	Administrative Committee
Applicability	To Be Determined		
Applicability	<u>Executive Director and officials acting under delegated executive authority</u>	Required Reviews	To Be Determined <u>Executive Director; Human Resources; Legal Counsel</u>
Related Policy / Authority / Standards	To Be Determined <u>Joint Powers Agreement; BP 6.001; BP 7.001; CONFIRE Personnel Rules</u>	Supersedes	<u>AP 2.001, Director - Duties and Responsibilities, adopted 06/22/2021</u>
Supersedes	DRAFT FOR LEGAL, LABOR, AND GOVERNANCE REVIEW - NOT APPROVED		
		To Be Determined	

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1. The Executive Director ~~is employed by the Board to serve~~serves as the executive officer of CONFIRE ~~in accordance with the Joint Powers Agreement, Board policy, and Administrative Committee policy.~~ The Executive Director shall attend all regular and special meetings of the Board of Directors and Administrative Committee unless there is good cause for absence.
2. The Executive Director shall prepare an annual budget for consideration and approval by the Administrative Committee and Board.
3. The Executive Director, consistent with the budget adopted by the Board, shall:
 - Implement the policies of the Board and Administrative Committee and administer the CONFIRE Personnel Rules.
 - Provide day-to-day leadership for CONFIRE.
 - Plan the short- and long-term work of CONFIRE.
 - Communicate the goals and objectives of ~~the Board~~CONFIRE's governing bodies to the community.
 - Manage the CONFIRE budget.
 - As approved in the adopted budget:
 - Employ assistants and other employees deemed necessary for the proper administration of CONFIRE and the proper operation of the works of CONFIRE, consistent with the authorized staffing, classification, salary, and position-control framework.
 - Incur expenses and enter into contracts on behalf of CONFIRE as set forth in Board Policies 4.003 and 4.004. All contracts ~~will~~shall be submitted to the Board within thirty (30) days after execution as required by those policies.
 - Establish and maintain a motivating work climate for CONFIRE employees;
 - Maintain effective working relationships with all persons entitled to the services of CONFIRE.
 - Facilitate constructive and harmonious relations with the Board and Administrative Committee.
4. The Executive Director ~~is the Appointing Authority for all CONFIRE employees other than the Executive Director and~~ has authority over, and directs the work of, all employees. This includes the powerauthority to impose appropriate discipline, up to and including termination, subject to the Personnel Rules, applicable memoranda of understanding, compensation plans, law, and other controlling sources.
5. The Executive Director has general charge, responsibility, and control over all property of CONFIRE.



Administrative Committee Policy Manual

6. The Executive Director may delegate authority at his/her discretion:
7. The Director shall prepare a "Personnel Procedures Manual" that is consistent with this Manual of Administrative Policies and the Manual of Board Policies, and shall submit the Personnel Procedures Manual to the Board for its review Rules and consideration on an annual basis other controlling sources.
7. The Executive Director may approve administrative procedures, forms, manuals, and workflows necessary to implement the Personnel Rules and governing policies. Such documents shall be maintained separately and shall not create or alter employment rights, service status, or authority established by a controlling source.
8. The Executive Director shall be required to work during such hours as necessary to carry out the duties of the position, as designated by the Chairperson of the Administrative Committee. Such hours may be varied so long as the work requirements and efficient operations of CONFIRE are assured.
9. Executive Director leave requests or other scheduled time off, including work schedule adjustments, should be submitted to the Chairperson of the Administrative Committee for approval and communicated to the Administrative Committee.

Related Documents

- [BP 6.001, Administrative Committee.](#)
- [BP 7.001, Executive Director.](#)
- [CONFIRE Personnel Rules, Rule 2.](#)
- [Applicable Executive Director employment agreement or compensation plan.](#)

Revision History

Date	Action	Summary of Change	Approval Authority
06/22/2021	Adopted	Original policy adopted.	Administrative Committee
[MM/DD/YYYY]	Revised	Updated Director terminology, aligned Appointing Authority and personnel administration with the Personnel Rules, and replaced the obsolete Personnel Procedures Manual requirement with controlled implementation procedures.	Administrative Committee



Administrative Committee Policy Manual

AP 2.002 Classification Descriptions

Document Number	AP 2.002	Issue Date	{6.06/22,2021}
Title	Classification Descriptions and Employment Status	Review Date	To Be Determined
Section	Series 2000; - Personnel	Revision Date	{10.27.2025} To Be Determined
Policy Owner	To Be Determined Human Resources	Approved By	Administrative Committee
Applicability	To Be Determined		
Applicability	All CONFIRE classifications, positions, and appointments	Required Reviews	To Be Determined Executive Director; Human Resources; Legal Counsel; Labor Relations
Related Policy / Authority / Standards	To Be Determined CONFIRE Personnel Rules, Rules 4, 5, and 11; Exempt Compensation Plan; applicable MOUs; Board-approved classification and salary actions	Supersedes	AP 2.002, Classification Descriptions, adopted 06/22/2021 and revised 10/27/2025
Supersedes	DRAFT FOR LEGAL, LABOR, AND GOVERNANCE REVIEW - NOT APPROVED		
		To Be Determined	

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Purpose

The purpose of this policy is to define the align classification and employment status for designated positions within administration with the CONFIRE that are not covered by civil service protections, collective bargaining agreements, or Personnel Rules and other statutory controlling employment provisions. This policy ensures that both sources.

Classification

CONFIRE and the employees shall maintain flexibility in the employment relationship consistent with California law and public employment standards classification descriptions and a classification plan in accordance with the Personnel Rules. Classification actions shall be administered by Human Resources and the Executive Director within delegated authority, with Board or Administrative Committee action obtained when required by the Personnel Rules, governing policy, the approved budget, or another controlling source.

Policy Statement

Employment with CONFIRE for the positions listed below is considered "at-will." This means that employment may be terminated by either employee or CONFIRE at any time, with or without cause, and with or without advance notice. Likewise, the agency reserves the right to modify the terms and conditions of employment, including compensation, duties, and assignments, at its sole discretion.

The at-will employment status of these positions cannot be altered except through a written agreement approved by the Administrative Committee and signed by both the employee and Executive Director or designee.

Positions

The following positions are designated as "at-will" by the Administrative Committee:

Employment Status

Positions and appointments shall be assigned to the classified or unclassified service in accordance with the Personnel Rules and other controlling sources. A classified position may be represented or non-represented and may confer regular status after successful completion of the applicable probationary period. Unclassified service is at-will and does not confer regular status. A regular position may be classified or unclassified.



Administrative Committee Policy Manual

Exempt Classifications

Classifications included in the Board-approved Exempt Compensation Plan are unclassified and at-will. The Exempt Compensation Plan and its approved classification schedule, rather than this policy, identify the classifications covered by that Plan. This policy shall not maintain a duplicative list of exempt position titles.

Status Changes and Appointment Method

No classification or employment status shall be created or changed except through the authority and documentation required by the Personnel Rules, applicable memorandum of understanding, compensation plan, employment agreement, Board or Administrative Committee action, or other controlling source. Direct hire and waiver of competition shall be governed by the Personnel Rules and any applicable MOU or compensation plan.

Related Documents

- [CONFIRE Personnel Rules, Rules 4, 5, 6, and 11.](#)
- [CONFIRE Exempt Compensation Plan.](#)
- [Applicable memoranda of understanding.](#)
- [Board-approved classification plan and salary schedule.](#)

Revision History

Executive-DirectorDate	Deputy Executive DirectorAction	Summary of Change	Approval Authority
Finance/Administration-Director06/22/2021	Communication 5 DirectorAdopted	Original policy adopted.	Administrative Committee
10/27/2025	Revised	Prior revision establishing at-will employment provisions for identified classifications.	Administrative Committee
Management Information Systems Director[MM/DD/YYYY]	Revised	Clerk of the BoardRemoved the duplicative exempt-position title table and Civil Service/Special District assumptions; aligned classified and unclassified service with the Personnel Rules and Exempt Compensation Plan.	Administrative Committee
Management Information Systems Manager	Executive Assistant		
Finance Manager	Human Resources Manager		
Human Resources Generalist			

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This policy will apply to Exempt classifications not listed but added at a later date.

As per Government Code § 18500 the principles of the Civil Service Act, which includes the merit-based selection process; exempt appointments are an exception to this system. As such the Executive Director is authorized to direct fill all at-will positions:

Exclusions

This policy does not apply to employees who are:

- Covered under a Memorandum of Understanding (MOU) or Collective Bargaining Agreement providing just-cause protections
- Covered under Civil Service or Merit System rules
- Serving under fixed-term employment contracts that specify termination provisions inconsistent with at-will status:



Administrative Committee Policy Manual

AP 2.003 Nondiscrimination in Employment

Document Number	AP 2.003	Issue Date	{6/06/22/2021}
Title	Nondiscrimination in Employment	Review Date	To Be Determined
Section	Series 2000- Personnel	Revision Date	To Be Determined
Policy Owner	To Be Determined Human Resources	Approved By	Administrative Committee
Applicability	To Be Determined		
Applicability	All CONFIRE employees and job applicants	Required Reviews	To Be Determined Executive Director; Human Resources; Legal Counsel
Related Policy / Authority / Standards	To Be Determined CONFIRE Personnel Rules, Rule 3; applicable nondiscrimination and anti-retaliation law; applicable complaint procedures	Supersedes	AP 2.003, Nondiscrimination in Employment, adopted 06/22/2021
Supersedes	DRAFT FOR LEGAL, LABOR, AND GOVERNANCE REVIEW - NOT APPROVED		
		To Be Determined	

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CONFIRE prohibits:

- CONFIRE employees from discriminating against or harassing any other CONFIRE employee or job applicant based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status;
- discrimination against any employee or job applicant, based on any of the categories listed above, in compensation, terms, conditions, and other privileges of employment;
- taking of any adverse employment action, including, but not limited to, termination or the denial of employment, promotion, job assignment, or training, against an employee or job applicant based on any of the categories listed above.

Prohibited discrimination on the basis of religious creed includes discrimination based on the religious beliefs or observances, including his/her religious dress or grooming practices, of an employee or a job applicant.

Prohibited sex discrimination includes discrimination based on the pregnancy, childbirth, breastfeeding, or any related medical condition of an employee or a job applicant.

Harassment consists of unwelcome verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above that:

- is so severe or pervasive that it adversely affects an individual's employment opportunities; or
- has the purpose or effect of unreasonably interfering with the individual's work performance; or
- creates an intimidating, hostile, or offensive work environment.

Complaints concerning employment discrimination, harassment, or retaliation shall be reported to Human Resources, the Executive Director, or another designated CONFIRE Management coordinator and will be investigated in accordance with applicable enterprise policy and procedure.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to Human Resources, the Executive Director, or designated CONFIRE coordinator as soon as practical after the incident. All other employees are strongly encouraged to immediately report such incidents to their supervisor through an available reporting channel. CONFIRE shall protect from retaliation any employee who reports such incidents in good faith.



Administrative Committee Policy Manual

The Executive Director or designee shall use all appropriate means to reinforce CONFIRE's nondiscrimination policy. ~~He/she and~~ shall provide training and information to employees about:

- how to recognize and respond to harassment and discrimination;
- how to respond appropriately; and
- information and about CONFIRE's applicable policies and regulations regarding discrimination procedures.

The Executive Director ~~or designee~~ and Human Resources shall regularly review CONFIRE's employment practices and, as necessary, ~~shall~~ take action to ensure ~~CONFIRE~~ compliance with nondiscrimination laws.

Any CONFIRE employee who engages in prohibited discrimination, harassment, or retaliation ~~to~~ or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior ~~is~~ is subject to ~~discipline, corrective or disciplinary action~~ up to and including dismissal ~~consistent with the Personnel Rules, applicable MOU, and law~~.

Related Documents

- CONFIRE Personnel Rules, Rule 3.3.
- Applicable enterprise discrimination, harassment, retaliation, and complaint procedures.
- Applicable memorandum of understanding.

Revision History

<u>Date</u>	<u>Action</u>	<u>Summary of Change</u>	<u>Approval Authority</u>
<u>06/22/2021</u>	<u>Adopted</u>	<u>Original policy adopted.</u>	<u>Administrative Committee</u>
<u>[MM/DD/YYYY]</u>	<u>Revised</u>	<u>Updated Director/Human Resources terminology and aligned complaint, investigation, and discipline references with the Personnel Rules; substantive nondiscrimination standard otherwise retained.</u>	<u>Administrative Committee</u>



Administrative Committee Policy Manual

AP 2.004 Political Activities of Employees

Document Number	AP 2.004	Issue Date	6/06/22 6/22/2021
Title	Political Activities of Employees	Review Date	To Be Determined
Section	Series 2000 - Personnel	Revision Date	To Be Determined
Policy Owner	To Be Determined Human Resources	Approved By	Administrative Committee
Applicability	To Be Determined		
Applicability	All CONFIRE employees	Required Reviews	To Be Determined Executive Director; Human Resources; Legal Counsel
Related Policy / Authority / Standards	To Be Determined CONFIRE Personnel Rules, Rule 3.8; applicable political-activity law and CONFIRE policy	Supersedes	AP 2.004, Political Activities of Employees, adopted 06/22/2021
Supersedes	DRAFT FOR LEGAL, LABOR, AND GOVERNANCE REVIEW - NOT APPROVED		
			To Be Determined

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CONFIRE respects the right of employees to engage in political discussions and activities on their own time and at their own expense. On such occasions, employees shall make it clear that they are acting as individuals and not as representatives of CONFIRE. Employees shall not engage in such activities while in uniform or otherwise attired with items identifying CONFIRE.

This policy shall be applied consistently with applicable law, the CONFIRE Personnel Rules, and other controlling CONFIRE policies.

Related Documents

- CONFIRE Personnel Rules, Rule 3.8.
- Applicable conflict-of-interest and use-of-public-resources policies.

Revision History

Date	Action	Summary of Change	Approval Authority
06/22/2021	Adopted	Original policy adopted.	Administrative Committee
[MM/DD/YYYY]	Revised	Added a conforming reference to the Personnel Rules and other controlling authority; substantive political-activity standard retained.	Administrative Committee



Administrative Committee Policy Manual

AP 2.005 Restricted Access to Personnel Information

Document Number	AP 2.005	Issue Date	6/06/22 6/22/2021
Title	Restricted Access to Personnel Information	Review Date	To Be Determined
Section	Series 2000 - Personnel	Revision Date	To Be Determined
Policy Owner	To Be Determined Human Resources	Approved By	Administrative Committee
Applicability	To Be Determined		
Applicability	Current and former CONFIRE employees and authorized users of personnel information	Required Reviews	To Be Determined Executive Director; Human Resources; Legal Counsel; Records Custodian
Related Policy / Authority / Standards	To Be Determined CONFIRE Personnel Rules, Rule 17; AP 1.004; applicable personnel-record, privacy, and public-records law	Supersedes	AP 2.005 Restricted Access to Personnel Information; adopted 06/22/2021
Supersedes DRAFT FOR LEGAL, LABOR, AND GOVERNANCE REVIEW - NOT APPROVED		To Be Determined	

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The Director or designee Human Resources is the custodian of official personnel records and shall maintain the official personnel file systems and authorized custodians for all current CONFIRE employees at CONFIRE's central office in accordance with the Personnel Rules and approved records-retention requirements.

The Director or designee Human Resources shall determine the types of information to be included in personnel files. This includes official personnel records consistent with the Personnel Rules, applicable law, an applicable MOU, and approved administrative procedures.

An employee may submit a written response or other material for placement in the personnel record when authorized by way of illustration and not limitation, records the Personnel Rules, an applicable MOU, or law. Human Resources shall place authorized material in the official record as required by law the controlling source.

Any request by an employee to include materials in his/her personnel file shall be in writing and must be approved by the Director or his/her designee.

An employee may ~~initiate~~ submit a written response to an evaluation, disciplinary action, counseling any document or other adverse material as provided by the Personnel Rules, an applicable MOU, or law. The response shall be maintained with, electronically linked to, or otherwise associated with the underlying document for as long as the underlying document is retained. When the underlying document is reviewed or relied upon in connection with a personnel decision, the employee's response shall also be made available and considered placed in his/her the employee's personnel file, including his/her a performance evaluation. The response shall be placed in the employee's personnel file, as provided by the Personnel Rules, an applicable MOU, or law.

Persons with Authorized Access

The Director or designee Human Resources shall maintain the confidentiality of those personnel records which, if inappropriately disclosed, would constitute an unwarranted invasion of to the employee's privacy extent required by law and CONFIRE policy.

Access to ~~an employee's~~ personnel file information shall be ~~granted only~~ limited to:

- the The employee;
- persons or authorized by the employee; ~~representative.~~



Administrative Committee Policy Manual

- CONFIRE personnel (officials and others) authorized service providers with a "right to know" or "legitimate need to know" who have been authorized access by either the Director or by the Board, or
- a person who has a present, existing right • An employee organization entitled to access the employee's personnel file relevant and necessary information under applicable law or an MOU.
- A government agency, court, or other person with lawful authority.
- Another person when disclosure is otherwise permitted or required by law.

Any authorized reviewer shall maintain strict confidence the confidentiality of the contents of a personnel file information and use it only for the authorized purpose.

File Review by Employee

An employee or authorized representative who wishes to inspect his/her or obtain copies of personnel file records shall contact the Director or his/her designee. Personnel file review is available to the employee at reasonable intervals and Human Resources. Access shall be provided at reasonable times. Typically, review takes place during non-working time and within the time required by applicable law or an applicable MOU, subject to lawful verification, redaction, exclusions, location requirements, and copying costs.

With the exceptions noted below, all records in the personnel file that are related Subject to either (a) lawful exclusions, records relating to the employee's performance, or (b) any grievance concerning the employee education or training, or grievances shall be made available for inspection or copying as required by law or the employee applicable MOU.

The Director or designee is not required to, and shall not, make available to the employee (Labor Code 1198.5): CONFIRE may withhold or redact records only as permitted by law, including, where applicable:

1. Records related to the investigation of a possible criminal offense.
2. Letters of reference.
3. Ratings, reports, or records that were obtained prior to the employee's employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination.

Requests for a copy/copies of any material in a personnel file records shall be made in writing submitted to Human Resources and processed in accordance with applicable law, the Personnel Rules, and any controlling MOU.

Related Documents

- CONFIRE Personnel Rules, Rule 17.
- AP 1.004, Record Retention.
- BP 2.003, Board Member Access to CONFIRE Records.

Revision History

Date	Action	Summary of Change	Approval Authority
06/22/2021	Adopted	Original policy adopted.	Administrative Committee
[MM/DD/YYYY]	Revised	Assigned official personnel-record custody to Human Resources and aligned employee access, responses, confidentiality, and authorized disclosure with the Personnel Rules.	Administrative Committee



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AP 3.009 Organizational Chart

Document Number	AP 3.009	Issue Date	6/06/22 6/22/2021
Title	Organizational Chart	Review Date	To Be Determined
Section	Series 3000 - Administration	Revision Date	To Be Determined
Policy Owner	To Be Determined Executive Administration / Human Resources	Approved By	Administrative Committee
Applicability	To Be Determined		
Applicability	<u>CONFIRE organizational structure and authorized reporting relationships</u>	Required Reviews	To Be Determined Executive Director; Human Resources; Finance; Legal Counsel
Related Policy / Authority / Standards	To Be Determined Joint Powers Agreement; BP 6.001; CONFIRE Personnel Rules, Rules 4, 5, and 11; approved budget and salary schedule	Supersedes	<u>AP 3.009, Organizational Chart, adopted 06/22/2021</u>
Supersedes	DRAFT FOR LEGAL, LABOR, AND GOVERNANCE REVIEW - NOT APPROVED		
			To Be Determined

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The following is an organizational chart which sets forth the CONFIRE chain of command:

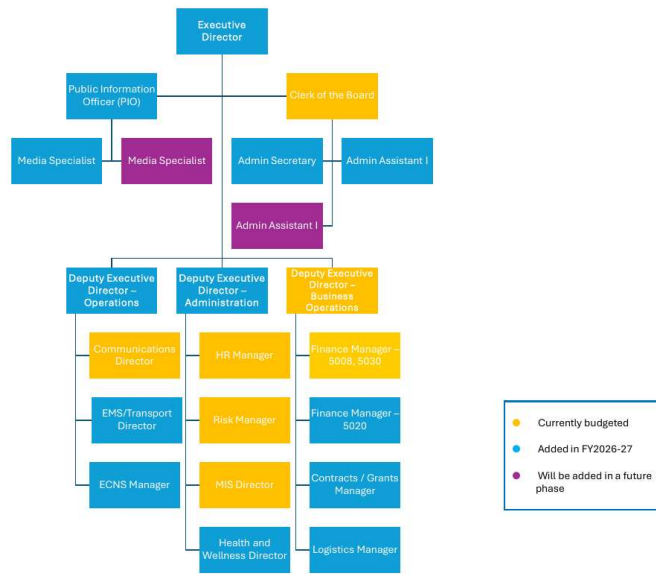
The Administrative Committee approves organizational changes when approval is required by the Joint Powers Agreement, Board policy, Administrative Committee policy, or another controlling source. Within the approved budget, staffing authorization, classification plan, salary schedule, and delegated authority, the Executive Director may implement position and organizational changes and manage vacancies, reporting relationships, assignments, and administrative organizational structure.

Changes requiring a budget amendment, an increase in authorized staffing, creation or abolition of a classification, a change to an approved salary range, or other governing-body action shall be presented to the appropriate governing body as required by the Personnel Rules, governing policy, or another controlling source. Human Resources shall maintain the official position-control record. The current organizational chart is incorporated below for reference and shall be updated following approved organizational changes.



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Current Organizational Chart - July 2, 2026

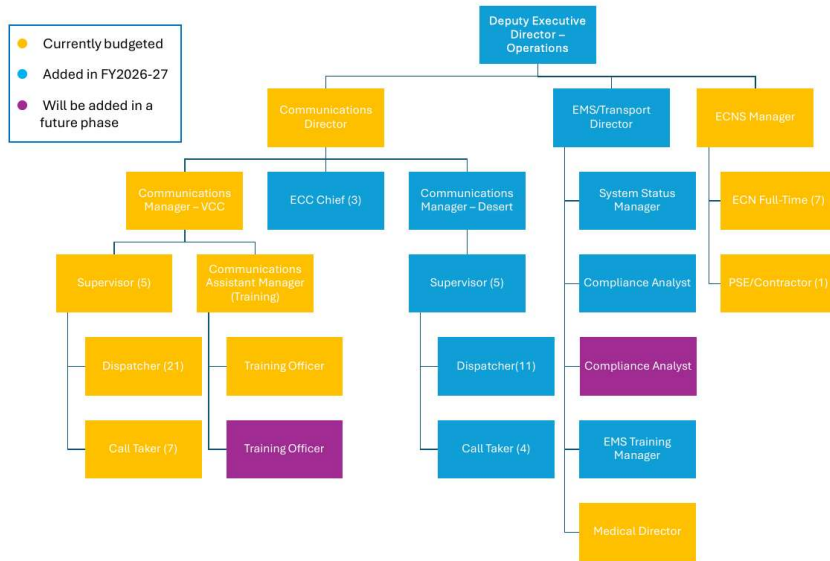


EXECUTIVE STAFF

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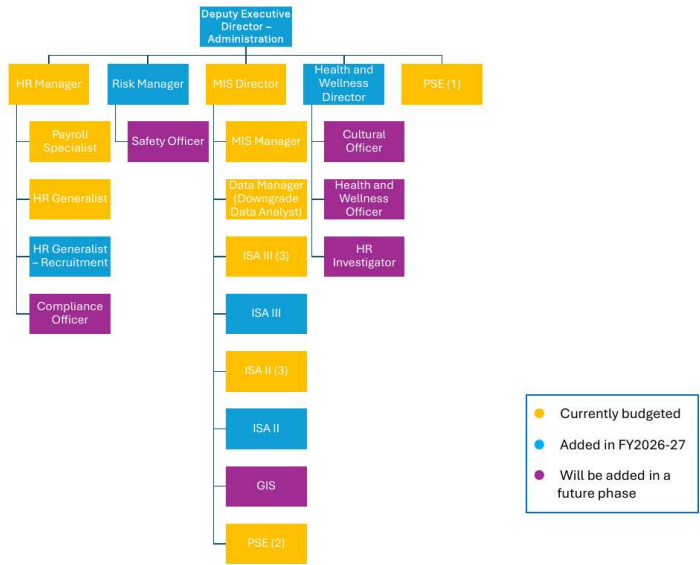


OPERATIONS

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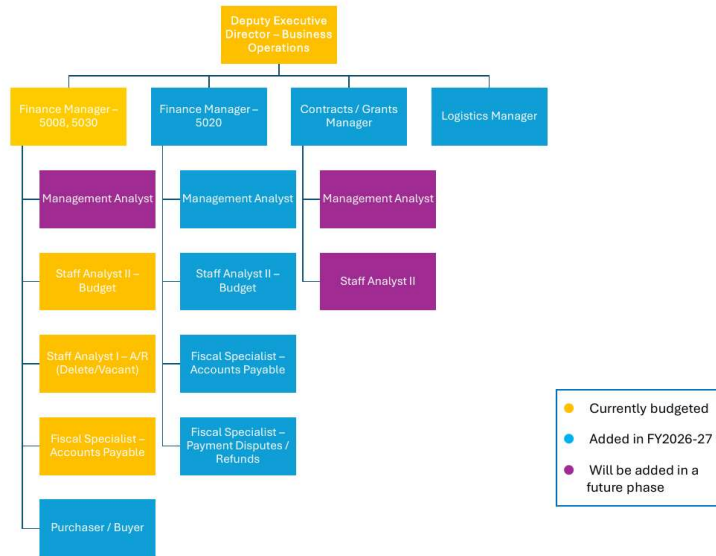
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ADMINISTRATION



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BUSINESS OPERATIONS

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Related Documents

- [CONFIRE Personnel Rules, Rules 4, 5, and 11.](#)
- [BP 6.001, Administrative Committee.](#)
- [AP 2.001, Executive Director - Duties and Responsibilities.](#)
- [Board-approved budget, classification plan, salary schedule, and position-control records.](#)

Revision History

Date	Action	Summary of Change	Approval Authority
06/22/2021	Adopted	Original policy adopted.	Administrative Committee
[MM/DD/YYYY]	Revised	Updated the organizational approval framework to align with the Personnel Rules and replaced the obsolete organizational chart with the July 2, 2026 CONFIRE organizational chart.	Administrative Committee



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Document Number	AP 1.004	Issue Date	06/22/2021
Title	Record Retention	Review Date	To Be Determined
Section	Series 1000 - General	Revision Date	To Be Determined
Policy Owner	Executive Administration / Records	Approved By	Administrative Committee
Applicability	All CONFIRE departments and official record custodians	Required Reviews	Executive Director; Records Custodian; Human Resources; Legal Counsel
Related Policy / Authority / Standards	Government Code sections 60200-60203 and 12236; CONFIRE Personnel Rules, Rule 17; AP 2.005	Supersedes	AP 1.004, Record Retention, adopted 06/22/2021

DRAFT FOR LEGAL, LABOR, AND GOVERNANCE REVIEW - NOT APPROVED

Purpose

The purpose of this policy is to establish a consistent framework for the retention, management, disclosure and lawful disposition of records maintained by CONFIRE.

This policy ensures that CONFIRE:

- Maintains records necessary for operational, administrative, legal, fiscal, and historical purposes.
- Complies with the California records management and public records laws.
- Protects sensitive information, including 911 call data, CJIS data, protected health information, and confidential operational information.
- Reduces operational and legal risk by properly retaining and disposing of records .
- Supports transparency, accountability, and continuity of public safety operations.

This policy also authorizes the Executive Director or designee to approve the destruction of records in accordance with this policy.

Authority

This policy is established pursuant to the following authorities, including but not limited to:

- California Public Records Act (Government Code §7920 et seq.)
- California Government Code §§60200-60204 relating to the retention and destruction of local agency records
- California Government Code §60201 and other applicable California records retention statutes
- California Code of Regulations, Title 2, Division 7, Chapter 8 (State Records Management)
- Criminal Justice Information Services (CJIS) Security Policy
- Applicable National Fire Protection Association (NFPA) Public Safety standards related to public safety communications and records management
- Health Insurance Portability and Accountability Act (HIPAA) and California Confidentiality of Medical Information Act (CMIA), where applicable

Scope

This policy applies to all CONFIRE records regardless of format, including:

- Paper records
- Electronic records
- Email communications
- Computer-Aided Dispatch (CAD) data

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- 911 call recordings
- Radio recordings and dispatch logs
- GIS and mapping data
- Personnel files
- Financial records
- Administrative documents
- System logs and cybersecurity records
- Cloud-hosted or vendor-managed records maintained on behalf of CONFIRE
- EMS billing and reimbursement records
- Patient care reporting records
- Clinical quality assurance documentation
- HIPAA and CMIA protected records

This policy applies to:

- CONFIRE employees
- Contractors
- Vendors managing CONFIRE systems
- Member and Contract agencies generating records within CONFIRE systems

Definitions

Record - Any recorded information created, received, or maintained by CONFIRE that documents official business activities, regardless of physical form or characteristics.

Electronic Record - Any record stored in digital form, including emails, databases, recordings, system-generated data, cloud-hosted records, and scanned images.

Retention Period - The length of time a record must be kept before it may be destroyed or archived.

Disposition - The final action taken regarding a record after its retention period has expired, including destruction or permanent archiving.

Permanent Record - Records required to be retained indefinitely due to legal, historical, administrative, operational, or fiscal significance.

Litigation Hold - A directive requiring suspension of normal destruction procedures due to pending or reasonably anticipated litigation, investigation, audit, claim, or public records request.

Public Record - A writing that contains information related to the conduct of the public's business that is prepared, owned or retained by CONFIRE, unless otherwise exempt by the Public Records Act. (Gov. Code § 7920.530 (a).)

Roles and Responsibilities

Executive Director / Administration

Responsible for:

- Ensuring compliance with applicable legal and regulatory requirements
- Authorizing record destruction when permitted by law and policy
- Responding to public records requests
- Ensuring preservation of records subject to audits, investigations, claims, or legal preservation requirements

MIS Division

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The MIS Division is responsible for managing electronic record systems and ensuring proper data retention.

Responsibilities include:

- Managing system backups and archives
- Maintaining CAD, logging, and digital systems
- Ensuring data integrity and security
- Supporting retention configurations within vendor systems
- Managing cybersecurity-related records and audit logs
- Supporting disaster recovery and continuity systems

MIS currently maintains system backup retention of approximately 90 days unless extended by operational, legal, or regulatory requirements.

Division Managers

Division managers are responsible for ensuring that records created within their divisions are maintained in accordance with this policy.

Responsibilities include:

- Ensuring compliance with retention schedules
- Coordinating record archiving and destruction
- Supporting public records requests and litigation holds

Employees

All employees must:

- Properly maintain records as required by their assigned duties
- Protect confidential and sensitive information
- Preserve records subject to legal preservation requirements
- Not destroy records outside of approved procedures

Contractors and Subcontractors

Records created, maintained, or managed by contractors or subcontractors performing services on behalf of CONFIRE may be subject to this policy and applicable public records laws where required by contract or law.

Record Storage and Security

CONFIRE records must be stored in a manner that ensures:

- Confidentiality
- Integrity
- Availability
- Accessibility for authorized business purposes

Security controls include:

- Secure network storage
- Role-based access control
- Physical security for paper records
- Data encryption where applicable



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- Offsite backups and disaster recovery protections
- Secure cloud or hosted protections where applicable

Sensitive records must comply with applicable standards including:

- CJIS Security Policy
- HIPAA and CMIA requirements where applicable
- Public safety operational security practices

Electronic System Records

CONFIRE maintains operational records in several critical systems, including:

- Computer Aided Dispatch (CAD)
- 911 call handling systems
- Radio logging systems
- GIS systems
- Email platforms
- Financial systems
- Administrative systems
- Cybersecurity and monitoring systems

Electronic records shall be maintained, where reasonably feasible, with associated metadata necessary to preserve authenticity, integrity, and evidentiary value.

System backups are intended for disaster recovery and operational restoration purposes and are not considered archival retention systems.

Record Retention Schedule

Where federal law, state law, contractual obligations, audit requirements, litigation holds, regulatory requirements, or operational needs require a longer retention period, the longer retention period shall apply.

Operational Public Safety Records

Record Type	Retention Period
CAD Incident Records	Minimum 7 years
911 Call Recordings	Minimum 3 years
Flagged Critical Incident Audio	Minimum 7 years
Radio Dispatch Recordings	Minimum 3 years
Dispatch Incident Reports	Minimum 7 years
Incident Call Logs	Minimum 7 years
EMD Quality Assurance Audits	Minimum 7 years
GIS Operational Data	Until replaced or superseded
EMS Patient Care Records (Adults)	Minimum 10 years
EMS Patient Care Records (Minors)	Minimum 10 years, and until age 25, whichever is later, or longer if required by law, audit, contract, litigation hold, or payer requirement
EMS Clinical QA/QI Reviews	Minimum 7 years
EMS Refusal of Care Documentation	Minimum 10 years

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Controlled Substance Inventory and Dispensing Logs	Minimum 2 years under 21 CFR §1304.04, unless longer retention is required by law, contract, audit, investigation, litigation hold, or agency policy
EMS Controlled Substance Administration Documentation	Retain with the associated EMS Patient Care Record
Controlled Substance Waste / Destruction Documentation	Minimum 2 years; 7 years by agency policy
Ambulance Daily Unit Logs / Shift Logs	Minimum 7 years
EMS Training and Credential Verification	Duration of employment/association + 7 years
Ambulance deployment plans / system status plans	Superseded + 7 years
Response-time compliance reports	10 years
Ambulance contract compliance reports	Duration of contract + 10 years
Hospital offload / APOT records	10 years
Alternate destination / ECNS clinical records	10 years, or minor rule if applicable
Medical director approvals / standing orders / protocols	Permanent for final adopted versions; superseded + 10 years
Controlled-substance discrepancy/loss/diversion investigations	Minimum 7 years or until final resolution, whichever is later
Equipment inspection records	7 years
Vehicle maintenance and safety records	Life of vehicle + 3 years, or 7 years, whichever longer
Patient complaints / clinical complaints	10 years
Sentinel event / adverse event investigations	10 years, or permanent for major incidents
HIPAA policies and procedures	6 years from creation or last effective date
Notices of Privacy Practices	6 years from last effective date
HIPAA training records	6 years
HIPAA risk analyses and risk management plans	6 years from last effective date
Breach risk assessments and notification documentation	6 years
Business Associate Agreements	Termination + 6 years, or contract + 7 years if longer
Accounting of disclosures documentation	6 years

Administrative Records

Record Type	Retention Period
Board Resolutions	Permanent
Board Agendas and Final Staff Reports	Permanent
Policies and Procedures	Permanent for adopted policy record; superseded versions + 5 years minimum
Administrative Correspondence	3 years
Strategic Plans	Permanent
JPA agreement and amendments	Permanent
Bylaws / governance policies	Permanent
Board member appointments / oaths	Permanent
Form 700 Originals/Copies/Tracking Logs	7 years or as required by FPPC or other applicable law

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Committee agendas/minutes/staff reports	Permanent if Brown Act/governing committee; otherwise 5 to 7 years
Executed Agreements and Contracts	Duration + 7 years; permanent for real property, governance, JPA, major capital, bond/financing, ambulance system, or historically significant agreements
Public Records Requests and Responses	3 years after closure
Legal Opinions / Counsel Guidance	Permanent or as directed by counsel
PRA request log	3 years after closure
PRA response file	3 years after closure, longer if disputed
Litigation hold notices	Final resolution + 7 years
Claims against agency	Final resolution + 7 years
Subpoenas and responses	7 years after closure
Settlement agreements	Permanent or 10 years, depending on type
Insurance claims	Final resolution + 7 years

Financial Records

Record Type	Retention Period
Budgets	Permanent for adopted budgets; 5 years for working papers
Invoices and Receipts	7 years
Financial Statements	7 years
Audit Reports	Permanent
Contracts and Agreements	Duration of contract + 7 years
Grant Records	Close of grant + 7 years
Payroll Records	7 years
Ambulance Billing Records	Minimum 10 years from the latest applicable date, including date of service, claim submission, cost-report submission, final settlement, audit completion, or contract closeout
Medicare/Medi-Cal/GEMT Documentation	Minimum 10 years from the latest applicable date, including date of service, claim submission, cost-report submission, final settlement, audit completion, or contract closeout
Cost Reports and Supplemental Reimbursement Records	Minimum 10 years
Accounts Receivable Records	7 years

Personnel Records

Record Type	Retention Period
Personnel Files	Duration of employment + 7 years
Payroll Records	7 years

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Training Records	Duration of employment + 5 years; +7 for EMS, safety, HIPAA, CJIS, harassment, discipline-related, or mandatory certification training
Disciplinary Records	Duration of employment + 7 years
Employee Medical Files	Duration of employment + 30 years where OSHA/Cal-OSHA exposure/medical-record rules apply; otherwise duration + 7 years
Workers' Compensation Records	Claim closure + 30 years where medical/exposure records apply; otherwise as required by law and counsel
Exposure Reporting / Occupational Injury Documentation	Minimum 30 years where required by OSHA or applicable law

Technology and Security Records

Record Type	Retention Period
System Backups	90 days
Security Logs	Minimum 1 year; 6 years where retained as HIPAA-required documentation, ePHI security incident evidence, audit evidence, investigation evidence, or legal-hold material
Network Monitoring Logs	1 year minimum, longer if tied to ePHI, CJIS, incident, investigation, or legal hold
Cybersecurity Incident Reports	7 years
Vendor System Maintenance Logs	3 years; 6 years if system contains ePHI, CJIS, financial, payroll, or critical infrastructure data
Access Control / Authentication Logs	1 year minimum; 3 years preferred; 6 years for ePHI/CJIS/security investigations
Privileged Access Logs	3 years minimum; 6 years where tied to HIPAA systems, incident response, or audit evidence
CJIS Audit Documentation	Minimum 1 year; 3 years to support the CJIS audit cycle; 7 years by agency policy where tied to audit findings, investigations, corrective action, litigation holds, or legal preservation requirements
System Configuration Documentation	Until superseded + 6 years for regulated/critical systems; +3 years for ordinary systems

Holds on Destruction

Records relating to the following matters shall not be destroyed until the matter is resolved and all applicable retention requirements have been satisfied:

- Pending litigation
- Public records requests
- Active investigations
- Audits
- Claims or disputes
- Personnel actions
- Real property matters

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- Contractual disputes or obligations

No records subject to a litigation hold, audit, investigation, claim, or public records request may be altered or destroyed until the hold is formally released. A hold will be formally issued by Administration or legal counsel.

Public Records Requests

CONFIRE records may be subject to disclosure under the California Public Records Act (CPRA).

All requests must be coordinated through the CONFIRE Administration or designated Public Records Officer.

Employees must not release records independently without authorization.

Records subject to pending public records requests shall not be destroyed until the request and any associated legal proceedings have been fully resolved.

Certain CONFIRE records may be exempt from disclosure under applicable law (e.g. Public Records Act). By way of illustration and not limitation, exemptions include public safety operational sensitivity, protected health information, CJIS restrictions, cybersecurity security protections, investigative confidentiality, personnel privacy protections, or critical infrastructure security concerns.

Requests involving potentially exempt or sensitive records shall be reviewed by Administration and, where appropriate, legal counsel prior to release.

Record Destruction

Records that have reached the end of their retention period and are not subject to a litigation hold or preservation requirement may be destroyed.

Approved destruction methods include:

- **Paper Records**
 - Cross-cut shredding
 - Secure destruction vendor
 - Other approved secure destruction methods
- **Electronic Records**
 - Secure deletion from systems
 - Data wiping according to industry standards
 - Destruction of storage media where necessary

MIS shall ensure the destruction of electronic data meets security standards.

Duplicate records that are no longer operationally necessary may be destroyed, provided the official record is retained in accordance with this policy.

The destruction of records shall occur in a manner that protects confidential, sensitive, protected, or legally restricted information.

Compliance

Failure to comply with this policy may result in:

- Administrative action
- Disciplinary action
- Legal consequences

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CONFIRE may conduct periodic audits to ensure compliance with record retention requirements.

Policy Review

This policy will be reviewed every three (3) years or sooner if required due to:

- Changes in laws or regulations
- Technology system changes
- Operational needs
- Audit or compliance recommendations

Effective Date

This policy becomes effective upon approval by the CONFIRE Administrative Board.

Revision History

Date	Action	Summary of Change	Approval Authority
06/22/2021	Adopted	Original policy adopted.	Administrative Committee
[MM/DD/YYYY]	Revised	Updated Executive Director terminology and replaced obsolete Personnel Board record categories with neutral personnel appeal/hearing record categories; retention periods otherwise unchanged.	Administrative Committee



STAFF REPORT

DATE: September 22, 2026

FROM: Nathan Cooke, Executive Director

BY: Damian Parsons, Deputy Executive Director

TO: CONFIRE Administrative Committee

SUBJECT: Authorization to Purchase Three Emergency Medical Services Vehicles

Recommendations

Authorize the purchase of three EMS vehicles at an approximate cost of \$100,000 each for a total cost of \$300,000.

Background Information

As part of the implementation of the ground ambulance services, new executive level positions were added to oversee and support field operations, administrative coordination and system-wide leadership functions. These roles require assigned vehicles to ensure mobility, field leadership quality assurance oversight, operational readiness coordination and, effective oversight across EMS service areas.

The estimated cost of each vehicle is approximately \$100,000.

Acquiring these vehicles is essential to equipping executive-level EMS staff with the resources needed to support the successful launch and ongoing oversight of ambulance service operations.

Financial Impact

No additional appropriations are required. The estimated total cost of \$300,000 is fully funded within the existing EMS (5020) budget.