August 8, 2023

PRESENTATION  9:00 A.M.

Supervisor Sarmiento will be presenting a resolution proclaiming August 2023 as “American Muslim Appreciation and Awareness Month”

DISCUSSION

26.  County Executive Office - Approve grant applications/awards submitted by District Attorney, OC Waste & Recycling, Health Care Agency, County Executive Office and OC Community Resources, and ratify grant applications/awards submitted by District Attorney and Social Services Agency in 8/8/23 grant report and other actions as recommended; adopt resolution authorizing District Attorney to execute standard agreement S23-005 and District Attorney or designee to execute amendments with California Victim Compensation Board for Victim Compensation Program, 7/1/23 - 6/30/26; and making California Environmental Quality Act (CEQA) exemption findings pursuant to CEQA Guidelines Section 15061(b)(3) and other findings; adopt resolution authorizing OC Waste & Recycling to submit application to State Department of Resources Recycling and Recovery (CalRecycle) for Household Hazardous Waste Grant Program (HD41); adopt resolutions naming Katella Housing Partners LP as new owner of Stanton Inn and Suites and Beach2 Housing Partners LP as new owner of Tahiti Motel, acknowledging and accepting that this new owner is joining standard agreements; authorizing OC Community Resources Director or designee to execute agreements and subsequent amendments under certain conditions and any related documents to Homekey Program funding and as California State Department of Housing and Community Development may deem appropriate - All Districts

THE FOLLOWING AGENDA ITEMS HAVE HAD CHANGES TO THEIR RECOMMENDED ACTIONS SINCE RELEASE OF THE AGENDA TO THE PUBLIC:

Item:  26

Supplemental Item(s)

S29A.  Supervisor Sarmiento - Orange County Planning Commission - Appoint Maria Ceja, Anaheim, for term concurrent with 2nd District Supervisor’s term of office

S29B.  Supervisor Sarmiento - Orange County Historical Commission - Appoint Philip Chinn, Santa Ana, for term concurrent with 2nd District Supervisor’s term of office

S29C.  Chairman Wagner - Approve allocation of $1.7 million from Third District discretionary funds from FY 2023-24 for Orange County Sheriff Department to continue fighting against fentanyl in our community; make related findings per Government Code Section 26227 and 53069.5; authorize County Procurement Officer or Deputized designee to execute agreements or amendments as necessary; and direct Auditor-Controller to make related payments
ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

Note: This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified. No new supplemental items will be added to the agenda following close of business on Friday immediately prior to a Board meeting.

S29D. Supervisor Sarmiento - Adopt resolution recognizing August as “Chicano Heritage Month”

S29E. Supervisor Foley - Development Processing Review Committee - Reappoint Jeffrey Okamoto, Rancho Santa Margarita, for term concurrent with 5th District Supervisor’s term of office

S29F. Chairman Wagner - Community Action Partnership of Orange County - Appoint John Park, Irvine, for term concurrent with 3rd District Supervisor’s term of office

S29G. County Executive Office - Approve and adopt 2023-2026 Memorandum of Understanding (MOU) with Orange County Attorneys Association, 6/30/23 - 6/25/26; and authorize County Executive Officer or designee to execute MOU - All Districts

S29H. County Executive Office - Approve and adopt side letter agreement with International Union of Operating Engineers – Local 501 for dental insurance benefits to employees in Craft and Plant Engineer Unit; and authorize Chief Human Resources Officer or designee to execute agreement - All Districts

S29I. County Executive Office - Acting as the Orange County Flood Control District – Public Hearing to consider adopting Resolution of Necessity acquiring by eminent domain real property for Santa Ana River Mainstem/Prado Dam Project located in Riverside and San Bernardino Counties; authorizing County Counsel and/or outside eminent domain counsel to take steps to initiate and facilitate the condemnation action; directing and authorizing Auditor-Controller to make related payments; and considering application of Final Environmental Impact Statement and Final Supplemental Environmental Impact Statement/Environmental Impact Report 583, Addendum No. 1 (IP 21-0211) and other findings - All Districts (2/3 vote of membership)

S29J. Chairman Wagner - Approve allocation of $15,000 from Third District discretionary funds to Children’s Education Foundation of Orange County; make related findings for Government Code Section 26227; authorize County Executive Officer or designee to negotiate and enter into agreement as necessary; and direct Auditor-Controller to make related payments
AGENDA STAFF REPORT

MEETING DATE: 08/08/23
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Executive Office (Approved)
DEPARTMENT CONTACT PERSON(S): Peter DeMarco (714) 834-5777
Julie Bechtol (714) 834-2009

SUBJECT: Grant Applications/Awards Report

<table>
<thead>
<tr>
<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concur</td>
<td>Approved Resolution to Form</td>
<td>Discussion 3 Votes Board Majority</td>
</tr>
</tbody>
</table>

Budgeted: N/A  Current Year Cost: N/A  Annual Cost: N/A

<table>
<thead>
<tr>
<th>Staffing Impact: No</th>
<th># of Positions:</th>
<th>Sole Source: N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Fiscal Year Revenue: N/A</td>
<td>Funding Source: N/A</td>
<td>County Audit in last 3 years: No</td>
</tr>
<tr>
<td>Levine Act Review Completed: N/A</td>
<td>Prior Board Action: N/A</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDED ACTION(S):
Approve grant applications/awards as proposed and other actions as recommended.

1. Approve Ratified Grant Application – OC District Attorney – Pandemic Unemployment and Unemployment Insurance Anti-Fraud Grant Program – $124,256
2. Approve Grant Award and Adopt Resolution – OC District Attorney – Victim Compensation Emergency Award - $40,000
3. Approve Ratified Grant Application – Social Services Agency – Local Immigrant Integration and Inclusion Grant – $578,344
4. Approve Grant Application and Adopt Resolution – OC Waste and Recycling – Household Hazardous Waste Grant Program (HD41) – $50,000
5. Approve Extension of Grant Agreement – Health Care Agency – Integrated HIV Surveillance and Prevention Funding for Health Departments
7. Approve Grant Application – County Executive Office – Continuum of Care Program Coordinated Entry System SSO Grant 2023 – $1,231,239

8. Approve Grant Application – County Executive Office – Continuum of Care Program Homeless Assistance Planning Grant – $1,500,000

9. Adopt Resolution – OC Community Resources – Homekey Stanton Inn and Suites

10. Adopt Resolution – OC Community Resources – Homekey Tahiti Motel


**SUMMARY:**
See the attached Grants Report.

**BACKGROUND INFORMATION:**
See the attached Grants Report.

**FINANCIAL IMPACT:**
N/A

**STAFFING IMPACT:**
N/A

**ATTACHMENT(S):**
Attachment A - Grants Report
Attachment B - Victim Compensation Resolution
Attachment B - Household Hazardous Waste Resolution
Attachment B - Homekey Stanton Inn Resolution
Attachment B - Homekey Tahiti Resolution
County of Orange Report on Grant Applications/Awards

The Grants Report is a condensed list of grant requests by County Agencies/Departments that allows the Board of Supervisors to discuss and approve grant submittals in one motion at a Board meeting. County policy dictates that the Board of Supervisors must approve all grant applications prior to submittal to the grantor. This applies to grants of all amounts, as well as to new grants and those that have been received by the County for many years as part of an ongoing grant. Receipt of grants $50,000 or less is delegated to the County Executive Officer. Grant awards greater than $50,000 must be presented to the Board of Supervisors for receipt of funds. This report allows for better tracking of county grant requests, the success rate of our grants, and monitoring of County’s grants activities. It also serves to inform Orange County’s Sacramento and Washington, D.C. advocates of County grant activities involving the State or Federal Governments.

On August 8, 2023, the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

Approve grant applications/awards as proposed and other actions as recommended.

ACTION ITEMS:

1. Approve Ratified Grant Application – OC District Attorney – Pandemic Unemployment and Unemployment Insurance Anti-Fraud Grant Program – $124,256

2. Approve Grant Award and Adopt Resolution – OC District Attorney – Victim Compensation Emergency Award - $40,000

3. Approve Ratified Grant Application – Social Services Agency – Local Immigrant Integration and Inclusion Grant – $578,344

4. Approve Grant Application and Adopt Resolution – OC Waste and Recycling – Household Hazardous Waste Grant Program (HD41) – $50,000

5. Approve Extension of Grant Agreement – Health Care Agency – Integrated HIV Surveillance and Prevention Funding for Health Departments


7. Approve Grant Application – County Executive Office – Continuum of Care Program Coordinated Entry System SSO Grant 2023 – $1,231,239

8. Approve Grant Application – County Executive Office – Continuum of Care Program Homeless Assistance Planning Grant – $1,500,000

9. Adopt Resolution – OC Community Resources – Homekey Stanton Inn and Suites

10. Adopt Resolution – OC Community Resources – Homekey Tahiti Motel

If you or your staff have any questions or require additional information on any of the items in this report, please contact Julie Bechtol at 714-834-2009.
MEMO

OFFICE OF THE DISTRICT ATTORNEY
AND PUBLIC ADMINISTRATOR
TODD SPITZER

July 31, 2023

TO: County Executive Officer Frank Kim

FROM: Matthew Pettit, Director of Administration

SUBJECT: Ratified Request to Apply for Pandemic Unemployment Assistance and Unemployment Insurance Anti-Fraud Grant Program

This memo is submitted to request that the County Executive Officer place the subject grant application on the August 8, 2023, Board of Supervisors Meeting Agenda. The funding agency informed the District Attorney’s Office of the grant opportunity with short notice, and there was not a Board meeting until after the deadline.

The purpose of the program is to provide funding to district attorneys for the investigation and prosecution of Pandemic Unemployment Assistance (PUA) and Unemployment Insurance (UI) fraud crimes, which spiked during the COVID-19 pandemic emergencies.

The District Attorney will receive a non-competitive allocation of $124,256 to work with local law enforcement agencies on investigatory work related to PUA/UI fraud crimes, and then effectively prosecute these cases.
The purpose of the Pandemic Unemployment Assistance (PUA) and Unemployment Insurance (UI) Anti-Fraud Grant Program is to provide funding to district attorneys for the investigation and prosecution of PUA/UI fraud crimes, which spiked during the COVID-19 pandemic emergencies. District attorneys are encouraged to work with county and/or municipal law enforcement agencies on investigatory work related to PUA/UI fraud crimes, and then successfully prosecute these cases.

Grant funds will support a specialized team within the Major Fraud Unit consisting of a deputy district attorney, paralegal and senior forensic accountant to continue its work in identifying, investigating and prosecuting those who engage in fraudulent activities relating to PUA and UI fraud crimes.
### Recommended Action/Special Instructions
(Please specify below)
The District Attorney requests authorization to proceed with the application and for the District Attorney or designee to sign all necessary documents required for the submission of the application to the California Governor's Office of Emergency Services. The District Attorney will return to the Board with a request to accept funding when the grant application is awarded.

<table>
<thead>
<tr>
<th>Department Contact</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matthew Pettit</td>
<td>(714) 347-8440 <a href="mailto:Matthew.Pettit@ocdapa.org">Matthew.Pettit@ocdapa.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matthew Pettit</td>
<td></td>
</tr>
</tbody>
</table>
Today’s Date: August 1, 2023
Requesting Agency/Department: District Attorney
Grant Name and Project Title: Victim Compensation Emergency Award
Sponsoring Organization/Grant Source: California Victim Compensation Board (CalVCB)

<table>
<thead>
<tr>
<th>Application Amount Requested:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Due Date:</td>
<td>N/A</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>06/02/2020</td>
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<tr>
<td>Awarded Funding Amount:</td>
<td>$40,000</td>
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<tr>
<td>Notification Date of Funding Award:</td>
<td>Anticipated 09/01/2023</td>
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<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
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</table>

Recurrence of Grant

<table>
<thead>
<tr>
<th>New</th>
<th>Recurrent</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Explain:</td>
</tr>
</tbody>
</table>

If this is a recurring grant, please list the funding amount applied for and awarded in the past:

N/A – This is a revolving fund

Does this grant require CEQA findings?

Yes [ ]
No [x]

What Type of Grant is this?

Competitive [ ]
Other Type [x] Explain: This is a revolving fund.

County Match?

Yes [ ]
No [x]

Amount____ or _____ %

How will the County Match be Fulfilled? (Please include the specific budget)

N/A

Will the grant/program create new part or full-time positions?

No new position is required.

Purpose of Grant Funds:

Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

The California Victim Compensation Emergency Award Program is a state fund designed to provide compensation to victims of violent crime for unreimbursed losses associated with the crime. Compensation is available for victims, and immediate family members of victims, who suffer injury, threat of injury or death from a crime.

To establish the revolving fund account, CalVCB advanced Waymakers a total of $40,000 in fiscal year 2001/2002. Waymakers uses the revolving fund to issue payment to victims of violent crime who have an immediate need for assistance with qualifying expenses, such as funeral/burial, relocation, and crime scene clean-up. Waymakers then accesses the CalVCB claims management system to replenish the revolving fund in accordance with established procedures.

CalVCB requested the District Attorney’s Office to administer the revolving fund on behalf of Waymakers, effective Fiscal Year 2023-24.
CalVCB requires the District Attorney to submit a Board Resolution. County Counsel has reviewed and approved the attached Board Resolution.

1. Authorize the District Attorney to sign and execute, on behalf of the County of Orange, the Standard Agreement with CalVCB to continue the Victim Compensation Emergency Award for fiscal years 2023-24, 2024-25 and 2025-26.
2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that do not materially alter the terms of the standard agreement.
3. Adopt the Resolution to administer the Revolving Fund for the Victim Compensation Emergency Award.

**Recommended Action/Special Instructions**

(Please specify below)

**Department Contact :**
List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Matthew Pettit  (714) 347-8440 Matthew.Pettit@ocdapa.org

**Name of the individual attending the Board Meeting:**
List the name of the individual who will be attending the Board Meeting for this Grant Item:

Matthew Pettit
RESOLUTION OF THE BOARD OF SUPERVISORS
OF ORANGE COUNTY, CALIFORNIA

August 8, 2023

WHEREAS, the Orange County District Attorney (OCDA) desires to administer the project designated "Victim Compensation Emergency Award Program" to be funded from funds made available through the State's Restitution fund administered by the California Victim Compensation Board (CalVCB).

WHEREAS, the OCDA desires to continue, through Waymakers, to administer the Victim Compensation Program's Revolving Fund Account on behalf of the County of Orange to assist applicants who have an immediate need for payment of qualifying expenses (i.e., funeral/burial, relocation, and crime scene clean-up expense), where the applicant would suffer a substantial financial hardship without such emergency payments.

WHEREAS, the CALVCB has advanced funds as authorized under Government Code Section 6504 to pay qualifying claims.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.

2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.

3. Authorize the District Attorney to execute the Standard Agreement No. S23-005 with CalVCB for the Victim Compensation Program’s Revolving Fund Account for the period from July 1, 2023 to June 30, 2026 to pay for qualifying expenses and exercise appropriate internal records over the issuance of funds and requests for reimbursement of funds from CalVCB to replenish this program’s Revolving Fund Account.

4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments to the Standard Agreement No. S23-005 with the CalVCB that do not materially alter the terms of the agreement.

5. Authorize the District Attorney to establish a Victim Compensation Emergency Awards Revolving Fund checking account to be used to pay urgent or unexpected expenses that are allowed by CalVCB statutes, regulations and policies.

6. Assure that the County of Orange assume any liability arising out of the performance of this Standard Agreement, including any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of the contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged in the performance of this Standard Agreement. The State CalVCB disclaim responsibility for any such liability.
July 31, 2023

TO: Frank Kim, County Executive Officer

FROM: An Tran, Director Social Services Agency

SUBJECT: Request to Ratify the Application for the Governor’s Office of Business and Economic Development Local Immigrant Integration and Inclusion Grant

This memo is being submitted to request that the CEO place the subject grant application on the August 8, 2023, Board of Supervisors (Board) Meeting Agenda. The Social Services Agency (SSA) requests ratification as the Governor’s Office of Business and Economic Development (GO-Biz) released the Local Immigrant Integration and Inclusion Grant (LIIIG) Request for Proposal (RFP) on June 16, 2023, asking eligible entities to submit requests for LIIIG funding by July 28, 2023, to support the development or expansion of immigrant integration efforts, increase community trust and enhance the organizational capacity of local governments to support immigrant populations in California. To meet the GO-Biz deadline, on July 28, 2023, SSA staff submitted the application for LIIIG. Given the tight RFP schedule and the timing of Board of Supervisors meetings, SSA is seeking ratification of this application.

SSA now requests ratification of the submission for LIIIG funding in the amount of $578,344, to create and fill two full-time positions to support immigrant and refugee populations through social services navigation, economic development activities, intergovernmental collaboration and partnerships with community organizations.

If you have any questions about the LIIIG funding, please contact Kristina Traw at (714) 245-6049.

Thank you,

An Tran
An Tran
Director, Social Services Agency
## GRANT APPLICATION / GRANT AWARD

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Today’s Date</td>
<td>8/8/2023</td>
</tr>
<tr>
<td>Requesting Agency/Department</td>
<td>Social Services Agency</td>
</tr>
<tr>
<td>Grant Name and Project Title</td>
<td>Local Immigrant Integration and Inclusion Grant</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source</td>
<td>Governor’s Office of Business and Economic Development</td>
</tr>
<tr>
<td>Application Amount Requested</td>
<td>$578,344</td>
</tr>
<tr>
<td>Application Due Date</td>
<td>7/28/2023</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application</td>
<td>N/A</td>
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<tr>
<td>Awarded Funding Amount</td>
<td>N/A</td>
</tr>
<tr>
<td>Notification Date of Funding Award</td>
<td>N/A</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>Yes</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New ☒ Recurrent ☐ Other ☐ Explain: ☐</td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td></td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive ☒ Other Type ☐ Explain: ☐</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☒ Amount _____ or _____ % No ☒</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>N/A</td>
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<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>Yes</td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>Provide a summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
</tbody>
</table>

The Governor’s Office of Business and Economic Development (GO-Biz) released a request for proposal (RFP) on June 16, 2023, notifying local governments of $8.2 million in one-time funding through the Local Immigrant Integration and Inclusion Grant (LIIIIG) appropriated under the Budget Act of 2022 (Senate Bill 178, Skinner) and Government Code, Section 12100.140 et seq to support the development or expansion of immigrant integration efforts, increase community trust and enhance the organizational capacity of local governments to support immigrant populations in California.

LIIIIG funds will be allocated through a competitive process and counties were required to submit an application by July 28, 2023. Given the tight RFP schedule and the timing of Board of Supervisors meetings, the Social Services Agency (SSA) is requesting ratification of the application submitted on July 28, 2023.

The award is expected to be announced by August 25, 2023. The funds are a one-time reimbursement for the period of September 1, 2023, through August 31, 2024. Contingent on funding availability, GO-Biz may award additional funding for a second year.

GO-Biz prescribed limited grant funding uses within the RFP, and awards must be utilized to fund one or two County staff
positions in alignment with the applicant’s current staffing salary rates. If awarded, funds will be utilized by SSA to create and fill two full-time positions to support immigrant and refugee populations through social services navigation, economic development activities, intergovernmental collaboration and partnerships with community organizations.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☐ No ☒</th>
</tr>
</thead>
</table>

**Deputy County Counsel Name:**
( Please list the Deputy County Counsel that approved the Resolution)

**Recommended Action/Special Instructions**
( Please specify below)

1. Ratify the application for the Local Immigrant Integration and Inclusion Grant.

**Department Contact:**
List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

An Tran, 714-541-7708 An.Tran@ssa.ocgov.com

**Name of the individual attending the Board Meeting:**
List the name of the individual who will be attending the Board Meeting for this Grant Item:

An Tran, 714-541-7708 An.Tran@ssa.ocgov.com
Today’s Date: 7/31/23

Requesting Agency/Department: OC Waste & Recycling

Grant Name and Project Title: Household Hazardous Waste Grant Program (HD41)

Sponsoring Organization/Grant Source: Department of Resources Recycling and Recovery (CalRecycle)

Application Amount Requested: $50,000

Application Due Date: 8/15/23

Board Date when Board Approved this Application: 

Awarded Funding Amount: 

Notification Date of Funding Award: 

Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO) 

Recurrence of Grant: New ☒  Recurrent ☐ Other ☐ Explain: 

If this is a recurring grant, please list the funding amount applied for and awarded in the past: 

Does this grant require CEQA findings? Yes ☐ No ☒ 

What Type of Grant is this? Competitive ☒ Other Type ☐ Explain: 

County Match? Yes ☐ Amount _____ or _____ %  No ☒ 

How will the County Match be Fulfilled? N/A 

Will the grant/program create new part or full-time positions? No. 

Purpose of Grant Funds: Provide a summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented. 

Improper storage and disposal of marine flares pose a public safety hazard with potential harm to the environment due to their classification as explosives. OCWR will use grant funds to cover costs associated with hosting marine flare collection events throughout various OC harbor cities. These events will be open to all Orange County residents as a free opportunity to properly dispose of marine flares. In 2022, OCWR collected 644 pounds of marine flares during a single six-hour event.

Board Resolution Required? (Please attach document to eForm) Yes ☒ No ☐ 

Deputy County Counsel Name: Paul Albarian 

Recommended Action/Special Instructions (Please specify below) Authorize OCWR to submit an application to CalRecycle for the Household Hazardous Waste Grant
Program – HD 41.

<table>
<thead>
<tr>
<th>Department Contact:</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kevin Gaxiola – 714-380-9641, <a href="mailto:Kevin.Gaxiola@ocwr.ocgov.com">Kevin.Gaxiola@ocwr.ocgov.com</a></td>
<td></td>
</tr>
<tr>
<td>Irene Alonso – 714-673-2849, <a href="mailto:Irene.Alonso@ocwr.ocgov.com">Irene.Alonso@ocwr.ocgov.com</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Irene Alonso</td>
<td></td>
</tr>
<tr>
<td>Jeff Southern</td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

Household Hazardous Waste Grant Program (HD41)

Whereas, Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant and payment programs in furtherance of the State of California’s (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

Whereas, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs; and administration of the application, awarding, and management of the grant programs; and

Whereas, CalRecycle’s procedures for administering payment and grant programs require, among other things, an applicant’s governing body to declare by resolution certain authorizations related to the administration of the payment and grant program.

Now, therefore, be it resolved that OC Waste & Recycling is authorized to submit an application to CalRecycle for the Household Hazardous Waste Grant Program (HD41).

Date Adopted ______________________

Resolution No. ______________________

Attest/Certified ____________________________name(s)
**CEO-Legislative Affairs Office**  
**Grant Authorization eForm**

- **GRANT APPLICATION** / **GRANT AWARD**

<table>
<thead>
<tr>
<th><strong>Today’s Date:</strong></th>
<th>June 22, 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>Health Care Agency</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>PS 18-1802 - Integrated HIV Surveillance and Prevention Funding for Health Departments</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>California Department of Public Health (CDPH) – Office of AIDS</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>$851,813</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>N/A; funding is awarded based on allocation</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td>August 9, 2022 (Continuing Grant Matrix)</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td>$851,813 (Board of Supervisors Approval date February 7, 2023)</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td>Notice of Extension received 7/17/2023</td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award?</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong></td>
<td>New ☐ Recurrent ☑ Other ☐ Explain:</td>
</tr>
<tr>
<td><strong>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</strong></td>
<td></td>
</tr>
</tbody>
</table>
  - FY 2022: $851,813
  - FY 2021: $851,813
  - FY 2020: $812,429
  - FY 2019: $812,429
| **Does this grant require CEQA findings?** | Yes ☐ No ☑ |
| **What Type of Grant is this?** | Competitive ☐ Other Type ☑ Explain: Allocation award |
| **County Match?** | Yes ☐ Amount _____ or _____ % No ☑ |
| **How will the County Match be Fulfilled?** | N/A |
| **Will the grant/program create new part or full-time positions?** | No |
| **Purpose of Grant Funds:** | Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented. |

The funds will be used for HIV prevention activities in the County of Orange, which align with the following allowable strategies:
- Improve PrEP (HIV pre-exposure prophylaxis) utilization
- Increase and improve HIV routine testing in healthcare settings
- Expand Partner Services (notifying individuals who may have been exposed to HIV or an STD)
- Improve HIV linkage to medical care
- Increase and improve HIV prevention and support services

The Board of Supervisors approved the application of funds as part of the Continuing Grant Matrix on August 9, 2022. The Notice of Award for FY 2023 was received on January 24, 2023 and was approved by the Board on February 7, 2023. On July 17, 2023, Orange County received an amended agreement (grant agreement number 22-10789 A1) to extend the budget period of January 1, 2023, through December 31, 2023, to January 1, 2023, through May 31, 2024.

**Board Resolution Required?** (Please attach document to eForm) | Yes ☐ No ☑

**Deputy County Counsel Name:**
The HCA respectfully requests that the Board takes the following action:

1. Accept the extended period of January 1, 2023, through May 31, 2024 for the Integrated HIV Surveillance and Prevention Funding for Health Departments grant.

2. Approve the Grant Agreement Number 22-10789 A1 and authorize the Health Care Agency Director, or designee, to sign and execute the Agreement and related documents.

<table>
<thead>
<tr>
<th>Department Contact:</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. Regina Chinsio-Kwong</td>
<td><a href="mailto:rchinsiokwong@ochca.com">rchinsiokwong@ochca.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debra Baetz</td>
<td><a href="mailto:dbaetz@ochca.com">dbaetz@ochca.com</a></td>
</tr>
<tr>
<td>Today’s Date:</td>
<td>7/17/23</td>
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<tr>
<td>--------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>Requesting Agency/Department:</td>
<td>Health Care Agency</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Various – see attached Grant Application Table</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>Various – see attached Grant Application Table</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$104,305,691</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>Various – see attached Grant Application Table</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>N/A</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>N/A</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
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<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
</tbody>
</table>

| Recurrence of Grant | New ☐ | Recurrent ☑ | Other ☐ | Explain: Various – see attached Grant Matrix |

<table>
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<th>Does this grant require CEQA findings?</th>
<th>Yes ☐</th>
<th>No ☑</th>
</tr>
</thead>
<tbody>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive ☐</td>
<td>Other Type ☑</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☑</td>
<td>Amount $ or _10%</td>
</tr>
</tbody>
</table>

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<tr>
<th>How will the County Match be Fulfilled?</th>
<th>See attached Grant Application Table</th>
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<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>No</td>
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</tbody>
</table>

| Purpose of Grant Funds: | Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented. |

The Health Care Agency requests Board authorization to apply for funding for recurring grants and allocations per the attached FY 2023-24 Annual Grants Application Table. The attached Annual Grants Application Table summarizes the grant and allocation programs that the Health Care Agency has been awarded in prior years. Actual application dates, funding amounts, and funding periods are determined by the funding source. The Health Care Agency requests Board approval to apply for these revenue funds during FY 2023-24 to support health care services in Orange County and Authority for Health Care Director, or designee, to sign all application related documents. The Health Care Agency will return to the Board to obtain approval to accept awarded grant funds.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☐</th>
<th>No ☑</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
<td></td>
</tr>
</tbody>
</table>
**Recommended Action/Special Instructions**

(Please specify below)

Authorize Health Care Agency Director or designee to apply for recurring grants and allocations included on the FY 2023-24 Annual Grants Application Table and sign any forms required as part of the application process.

<table>
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<tbody>
<tr>
<td>Mindy Winterswyk, PT, DPT, PCS, Assistant Agency Director</td>
<td></td>
</tr>
<tr>
<td>Phone: (714) 834-5052</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:mwinterswyk@ochca.com">mwinterswyk@ochca.com</a></td>
<td></td>
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<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
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<tr>
<td>Debra Baetz, Interim Agency Director</td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Name of Grant</td>
</tr>
<tr>
<td>----</td>
<td>-------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>Forensic Conditional Release Program (CONREP)</td>
</tr>
<tr>
<td>2</td>
<td>Projects for Assistance in Transition from Homelessness (PATH)</td>
</tr>
<tr>
<td>3</td>
<td>Substance Abuse &amp; Mental Health Services Administration (SAMHSA), Community Mental Health Services Block Grant (MHBG)</td>
</tr>
<tr>
<td>4</td>
<td>Substance Abuse Prevention and Treatment Block Grant (SABG)</td>
</tr>
<tr>
<td>5</td>
<td>AIDS Drug Assistance Program (ADAP)</td>
</tr>
</tbody>
</table>
## Summary of Anticipated Grant Applications for FY 2023-24

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<thead>
<tr>
<th>#</th>
<th>Name of Grant</th>
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<th>Grant Source</th>
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<th>County Match Required? ($ amount or %)</th>
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<th>Project Name and Purpose of Grant</th>
<th>Does this Grant Require CEQA Findings?</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Adolescent Family Life Program (AFLP)</td>
<td>$610,106</td>
<td>California Department of Public Health</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The County receives AFLP funding from the Maternal and Child Health (MCH) State Branch to implement the strength-based case management program, Positive Youth Development (PYD) Model, with expectant and parenting youth under age 21 in Orange County.</td>
<td>No</td>
</tr>
<tr>
<td>7</td>
<td>Black Infant Health (BIH)</td>
<td>$964,207</td>
<td>California Department of Public Health</td>
<td>Varies</td>
<td>New</td>
<td>-</td>
<td>No new positions</td>
<td>The County will receive funding from the Maternal Child Health State Branch to implement Black Infant Health Program. The program includes empowerment-focused group support services and client-centered life planning to improve the health and social conditions for pregnant and post-partum Black women and their families.</td>
<td>No</td>
</tr>
<tr>
<td>8</td>
<td>California Home Visiting Program (CHVP)</td>
<td>$1,712,424</td>
<td>California Department of Public Health</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The County receives CHVP SGF funding from the Maternal and Child Health (MCH) State Branch to implement the evidence-based home visiting program, Nurse Family Partnership, to improve the health, well-being and self-sufficiency of low-income, first-time parents and their children.</td>
<td>No</td>
</tr>
<tr>
<td>9</td>
<td>California Fresh Healthy Living Program (CFHLP)</td>
<td>$3,512,769</td>
<td>California Department of Public Health</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The State contracts with the local health department to administer the federal Supplemental Nutrition Assistance Program-Education (SNAP-Ed) to improve the likelihood that persons eligible for SNAP will make healthy food choices within a limited budget and choose physically active lifestyles. Only evidence-based nutrition education and obesity prevention interventions/projects are used to provide direct and indirect nutrition education and technical assistance to achieve policy, systems and environmental changes. Activities can only be conducted at State approved sites.</td>
<td>No</td>
</tr>
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<tr>
<td>10</td>
<td>Child Health and Disability Prevention Program and Health Care Program for Children in Foster Care</td>
<td>$3,548,973</td>
<td>California Department of Health Care Services</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>As part of the Children’s Medical Services Plan, the State and Federal Governments provide funding for the Child Health and Disability Prevention (CHDP) and Health Care Program for Children in Foster Care (HCPFC). CHDP provides health assessments for the early detection and prevention of diseases and disabilities in children and youth. HCPFC provides public health nursing expertise in meeting the medical, dental, mental and developmental health needs of children and youth in out-of-home placement or foster care.</td>
<td>No</td>
</tr>
<tr>
<td>11</td>
<td>Childhood Lead Poisoning Prevention Program</td>
<td>$1,491,330</td>
<td>California Department of Public Health</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>This funding supports the Childhood Lead Poisoning Prevention Program. The Program goals are to prevent childhood lead poisoning through education, community outreach, identification of lead sources and case management of lead-burdened children.</td>
<td>No</td>
</tr>
<tr>
<td>12</td>
<td>Core Sexually Transmitted Disease (STD) Program Management</td>
<td>$231,622</td>
<td>California Department of Public Health, State Office of AIDS, STD Control Branch</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>STD/Integration funds STD and HIV disease investigation and surveillance and provides STD and HIV Partner Services (intervention to inform partners of exposure to STD/HIV) for testing and treatment, if necessary.</td>
<td>No</td>
</tr>
<tr>
<td>13</td>
<td>Disease Intervention Specialist (DIS) Workforce Development Grant</td>
<td>$563,657</td>
<td>California Department of Public Health, California Sexually Transmitted Disease Branch, STD Program Management</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The purpose of these funds is to implement key strategies for STD, HIV, COVID-19 and other infectious diseases prevention and control by increasing the capacity to conduct disease investigation (case investigation and contact tracing), linkage to prevention and treatment, case management and oversight and outbreak response to communicable diseases. The grant funds must be used to expand, train, and sustain a response-ready DIS workforce.</td>
<td>No</td>
</tr>
<tr>
<td>14</td>
<td>eGISP</td>
<td>$46,362</td>
<td>California Department of Public Health/Public Health Foundation Enterprises, Inc. DBA Heluna Health</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The goal of eGISP is to improve the ability to detect changes in susceptibility patterns and detect resistant infections sooner and inform efforts to maximize specificity of surveillance. The eGISP is an expansion of current goals of the GISP for testing and surveillance, to continue to proactively monitor Gonococcal infections within the County. The grant funds will support the PHL testing and shipping of samples to the outside laboratories.</td>
<td>No</td>
</tr>
</tbody>
</table>
## Summary of Anticipated Grant Applications for FY 2023-24

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<tbody>
<tr>
<td>15</td>
<td>El Toro Marine Corps Air Station (MCAS)</td>
<td>$174,853</td>
<td>Department of Toxic Substances Control</td>
<td>February</td>
<td>Recurring</td>
<td>No new positions</td>
<td>-</td>
<td>The Department of Toxic Substances Control (DTSC) has entered into a contract with OC Health Care Agency to provide project management, report reviews, electronic/letter correspondence, file review/management associated with site inspections at the El Toro Marine Corps Air Station (MCAS) military facility site currently or formerly owned by the U.S. Department of Defense (DoD).</td>
<td>No</td>
</tr>
<tr>
<td>16</td>
<td>Ending the HIV Epidemic (EHE-HRSA)</td>
<td>$1,616,667</td>
<td>U.S. Department of Health and Human Services (HRSA)</td>
<td>Varies</td>
<td>Recurring</td>
<td>No new positions</td>
<td>-</td>
<td>HRSA funding targeted to the 48 counties, 7 states, and 3 territories that are most impacted by the HIV epidemic and contributes to pillars 2 and 4 of the Ending the Epidemic: A Plan for America. Activities based on award include Care for High Acuity Clients, Rapid ART, and RAP Housing.</td>
<td>No</td>
</tr>
<tr>
<td>17</td>
<td>Ending the HIV Epidemic (EHE-SOA) Component A</td>
<td>$1,052,699</td>
<td>California Department of Public Health, State Office of AIDS</td>
<td>Varies</td>
<td>Recurring</td>
<td>No new positions</td>
<td>-</td>
<td>The funding is intended to build on the on-going activities funded through PS18-1802: Integrated HIV Surveillance and Prevention Programs for Health Departments to strategically advance (i.e., initiate new or expand existing) HIV prevention efforts. The funding will be used to address the four pillars of the EHE, including: 1) Diagnose all people living with HIV as early as possible; 2) Treat people living with HIV rapidly and effectively to reach and sustain viral suppression; 3) Prevent new HIV Transmissions by using proven interventions; and 4) Respond quickly to potential HIV outbreaks to get needed prevention and treatment services to people who need them. Component A is a required core component of this grant funding.</td>
<td>No</td>
</tr>
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</tr>
<tr>
<td>18</td>
<td>Ending the HIV Epidemic (EHE-SOA) Component C</td>
<td>$422,220</td>
<td>California Department of Public Health, State Office of AIDS</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The funding will be used to increase the capacity of the 17th St. Testing, Treatment and Care Clinic (HIV/STD Clinic) to further integrate HIV and STD services. The HIV/STD Clinic will implement the following five strategies: 1) Conduct an assessment of the HIV/STD Clinic infrastructure to document HIV and STD prevention services, identify gaps, and assess service quality; 2) Implement evidence-based approaches to scale up capacity; 3) Expand capacity of the HIV/STD Clinic to offer HIV pre-exposure prophylaxis (PrEP); 4) Optimize linkage to, retention in, and re-engagement with HIV medical care; and 5) Facilitate the development of partnerships with community HIV clinical and prevention services providers.</td>
<td>No</td>
</tr>
<tr>
<td>19</td>
<td>Hepatitis C Virus Collaboration Project</td>
<td>$234,570</td>
<td>California Department of Public Health, STD Control Branch</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The funds must be used to develop and implement a public education and outreach program to raise hepatitis C awareness in high-risk groups, physician’s offices, among health care workers, and in health care facilities by including hepatitis C counseling, education, and testing, as appropriate, into local state funded programs.</td>
<td>No</td>
</tr>
<tr>
<td>20</td>
<td>Future of Public Health Funding</td>
<td>$13,351,733</td>
<td>California Department of Public Health</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The Future of Public Health (FoPH) funding aims to improve public health workforce and infrastructure. These funds are considered ongoing funds and part of the ongoing baseline state budget. As required by statute, at least 70 percent of the funding must be spent on expanding permanent public health workforce. Remaining funds, not to exceed 30%, may be used for supplies and minor equipment and other administrative purposes such as travel and similar activities.</td>
<td>No</td>
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<tr>
<td>21</td>
<td>Human Immunodeficiency Virus (HIV) Prevention Program</td>
<td>$851,813</td>
<td>California Department of Public Health, State Office of AIDS</td>
<td>Varies</td>
<td>Recurring</td>
<td>0</td>
<td>No new positions</td>
<td>The HIV Prevention Program funds various prevention strategies including: 1) improving PrEP utilization, 2) increase and improve HIV routine testing in healthcare settings, 3) expand partner Services, 4) improve HIV linkage to medical care, and 5) increase and improve HIV Prevention and support services. evidenced-based prevention and education interventions to prevent the spread of HIV including HIV testing to identify those infected with HIV; counseling services for dissemination of risk reduction information; and Partner Services that assist HIV-positive individuals in disclosing their status to others that may have been exposed to HIV so they can be tested.</td>
<td>No</td>
</tr>
<tr>
<td>22</td>
<td>Human Immunodeficiency Virus (HIV) Surveillance</td>
<td>$425,502</td>
<td>California Department of Public Health, State Office of AIDS</td>
<td>Varies</td>
<td>Recurring</td>
<td>0</td>
<td>No new positions</td>
<td>HIV Surveillance grant ensures accurate and timely reporting of HIV/AIDS cases in Orange County.</td>
<td>No</td>
</tr>
<tr>
<td>23</td>
<td>Leaking Underground Storage Tanks, Local Oversight Program (LOP)</td>
<td>$1,184,500</td>
<td>State Water Resources Control Board</td>
<td>Varies</td>
<td>Recurring</td>
<td>0</td>
<td>No new positions</td>
<td>Environmental Health receives State funds to provide staffing, materials, and equipment necessary to conduct an underground storage tank corrective action program to identify and oversee the investigation and cleanup of unauthorized releases of petroleum related products within the county.</td>
<td>No</td>
</tr>
<tr>
<td>24</td>
<td>Local Enforcement Agency (LEA) Grant Program</td>
<td>$46,500</td>
<td>California Department of Resources Recycling and Recovery (CalRecycle)</td>
<td>May</td>
<td>Recurring</td>
<td>0</td>
<td>No new positions</td>
<td>The Local Enforcement Agency grant is a non-competitive, recurring grant offered to local enforcement agencies to support solid waste/landfill regulatory activities.</td>
<td>No</td>
</tr>
<tr>
<td>25</td>
<td>Local Oral Health Program</td>
<td>$749,810</td>
<td>California Department of Public Health</td>
<td>Varies</td>
<td>Recurring</td>
<td>0</td>
<td>No new positions</td>
<td>The Local Oral Health Program provides activities that support the state oral health plan to build capacity at the local level for the facilitation and implementation of education, prevention, linkage to treatment, surveillance, and case management services in the community.</td>
<td>No</td>
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<tr>
<td>26</td>
<td>Maternal, Child and Adolescent Health (MCAH)</td>
<td>$2,853,539</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The County receives MCAH allocation through Maternal and Child Health (MCH) State Branch to provide leadership in planning, developing, and supporting comprehensive systems of preventive and primary care for the maternal, child and adolescent population. This includes assessment of needs, coordinating and planning efforts at both state and local levels, and evaluation of program outcomes.</td>
<td>No</td>
</tr>
<tr>
<td>27</td>
<td>Memorandum of Understanding between Children and Families Commission of Orange County and Orange County for Provision of Public Health Nursing Services for Bridges Prenatal-to-Three Health Network</td>
<td>$1,500,000</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The Bridges Network is comprised of hospitals, community-based programs, and Public Health Nursing services focused on developing strategic and responsive services that promote health early childhood of young children birth through age five. This Agreement directly funds Public Health Nursing staff and allows HCA to leverage Title XIX funds in programs supporting prenatal, infant and child populations.</td>
<td>No</td>
</tr>
<tr>
<td>28</td>
<td>Pediatric Immunization Project</td>
<td>$647,624</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The State contracts with the County for the Pediatric Immunization Project. This project provides vaccine management and accountability at the provider level; increases and supports provider participation in the local immunization registry; provides Quality Assurance site visits, education, training and technical assistance to providers; manages the local Perinatal Hepatitis B Prevention program; works collaboratively with local public and private/nonprofit, agencies, and professional organizations to increase influenza immunization; develops and disseminates consumer information and educational materials, including vaccine benefit and risk communication; and facilitates reporting of school and population assessments.</td>
<td>No</td>
</tr>
<tr>
<td>29</td>
<td>Pre-Exposure Prophylaxis Provider Network</td>
<td>Fee for Service</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The Pre-Exposure Prophylaxis Assistance Program (PrEP-AP) assists at risk individuals with PrEP-AP related medical costs for uninsured clients and PrEP-AP related medical co-pays, deductibles, and drug costs not covered by a client's health insurance plan or the manufacturer's assistance program for insured clients.</td>
<td>No</td>
</tr>
<tr>
<td>#</td>
<td>Name of Grant</td>
<td>Application Amount to be Requested (Estimated)</td>
<td>Grant Source</td>
<td>Application Due Date (Estimated)</td>
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</tr>
<tr>
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</tr>
<tr>
<td>30</td>
<td>Public Beach Safety Monitoring</td>
<td>$364,225</td>
<td>State Water Resources Control Board</td>
<td>Varies</td>
<td>Recurring</td>
<td></td>
<td>No new positions</td>
<td>Funds are used to monitor and test the ocean waters at public beaches that are adjacent to storm drains that flow into the ocean during summer months, to respond to sewage spills, to post warnings or closure of ocean and bay waters when there is a violation of standards, and to provide public notification through a 24-hour a day telephone hotline, in an effort to reduce the risk of exposure to disease-causing microorganisms in the water at beaches.</td>
</tr>
<tr>
<td>31</td>
<td>Refugee Health Assessment Program (RHAP)</td>
<td>$257,746</td>
<td>California Department of Public Health - State of California Health and Human Services Agency</td>
<td>Varies</td>
<td>Recurring</td>
<td></td>
<td>No new positions</td>
<td>Medical Screenings for the provision of health assessment services to refugees, asylees, entrants from Haiti and Cuba, special visa immigrants, federally certified victims of human trafficking, and other eligible entrants</td>
</tr>
<tr>
<td>32</td>
<td>Ryan White Act, Part A and Minority AIDS initiative (MAI)</td>
<td>$6,776,689</td>
<td>U.S. Department of Health and Human Services (HRSA)</td>
<td>Varies</td>
<td>Recurring</td>
<td></td>
<td>No new positions</td>
<td>The County is eligible for funding under Ryan White HIV/AIDS Treatment Modernization Act, (Ryan White Act) Part A. The funds under the Ryan White Act Part A must be used to deliver or enhance HIV related outpatient and ambulatory health and support services, including case management and comprehensive treatment services for individuals and families with HIV disease.</td>
</tr>
<tr>
<td>33</td>
<td>Ryan White Act, Part B - HIV Care Program and MAI</td>
<td>$2,295,489</td>
<td>California Department of Public Health, State Office of AIDS</td>
<td>Varies</td>
<td>Recurring</td>
<td></td>
<td>No new positions</td>
<td>The HIV Care Program funds outpatient medical care to prevention or delay the progression of HIV disease; medical case management to help ensure that patient’s remain in medical care; early intervention services to conduct HIV counseling and testing to identify HIV-positive individuals and link them to care services; and outreach services to find individuals who have fallen out-of-care and bring them back into care.</td>
</tr>
<tr>
<td>34</td>
<td>Ryan White Act, Part C</td>
<td>$689,024</td>
<td>U.S. Department of Health and Human Services (HRSA)</td>
<td>Varies</td>
<td>Recurring</td>
<td></td>
<td>No new positions</td>
<td>The County receives Ryan White Act, Part C funds to provide primary medical care and case management services to AIDS/HIV patients. The goals of this program also include providing a quality assurance program and enhancing the HIV preventive health services by increasing the level of voluntary partner notification services.</td>
</tr>
</tbody>
</table>
## Summary of Anticipated Grant Applications for FY 2023-24

<table>
<thead>
<tr>
<th>#</th>
<th>Name of Grant</th>
<th>Application Amount to be Requested (Estimated)</th>
<th>Grant Source</th>
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<th>Project Name and Purpose of Grant</th>
<th>Does this Grant Require CEQA Findings?</th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>Sexually Transmitted Disease Surveillance Network (SSuN)</td>
<td>$100,000</td>
<td>California Department of Public Health, STD Control Branch</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>SOA funding to provide line-listed visit-level data (demographics, gender of sex partners, symptoms, etc.) on a bimonthly basis. Approximately 350 surveys must be conducted.</td>
<td>No</td>
</tr>
<tr>
<td>36</td>
<td>Sexually Transmitted Disease Management and Collaboration (STD PMC)</td>
<td>$721,828</td>
<td>California Department of Public Health, STD Control Branch</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>SOA General Funds to provide STD prevention services through: 1) STD surveillance and disease investigation, 2) Testing, treatment, navigation and linkage to services, 3) Participate in collaborations and coalitions, and 4) Engage LHDs and CBOs in partnerships to provide services.</td>
<td>No</td>
</tr>
<tr>
<td>37</td>
<td>Syphilis Outbreak Strategy (SOS)</td>
<td>$286,512</td>
<td>California Department of Public Health - State of California Health and Human Services Agency</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The purpose of this grant is to support innovative and impactful syphilis and congenital syphilis prevention and control activities, with a focus on disproportionately impacted populations which may include, but are not limited to, African American/Black, Latinx, American Indians/Alaska Native people, trans women, pregnant people experiencing homelessness or who use drugs.</td>
<td>No</td>
</tr>
<tr>
<td>38</td>
<td>Tuberculosis Local Assistance Base Award and Food, Shelter, Incentives and Enables Allotment (FSIE)</td>
<td>$1,156,094</td>
<td>California Department of Public Health, Tuberculosis Control Branch</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>The County receives Tuberculosis Local Assistance funds to support tuberculosis control, prevention and treatment, and housing and food for homeless tuberculosis patients. The Base Award is $1,090,178 with an allotment of up to $65,916 for Food, Shelter, Incentives and Enables (FSIE) expenditures. The FSIE Allotment should be used to enhance treatment adherence, prevent homelessness, and/or promote less restrictive alternatives that decrease or obviate the need for detention.</td>
<td>No</td>
</tr>
<tr>
<td>39</td>
<td>Tobacco Use Prevention Program</td>
<td>$945,536</td>
<td>California Department of Public Health, Tobacco Control Program</td>
<td>Varies</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>Tobacco Use Prevention Program receives State funding from Proposition 99/56 tobacco taxes. The goal of the program is to reduce the prevalence of tobacco use through educational programs. The program educates youth about the health risks of tobacco use, conducts media campaigns promoting smoking cessation, provides assistance to help nonsmokers avoid exposure to secondhand smoke, and educates merchants about existing laws that prohibit selling tobacco to minors.</td>
<td>No</td>
</tr>
</tbody>
</table>
## Summary of Anticipated Grant Applications for FY 2023-24

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<th>Project Name and Purpose of Grant</th>
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</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>Used Oil Payment Program (OPP)</td>
<td>$324,372</td>
<td>California Department of Resources Recycling and Recovery (CalRecycle)</td>
<td>June</td>
<td>Recurring</td>
<td></td>
<td>-</td>
<td>Used Oil Payment Program - HCA/Environmental Health serves as lead agency on behalf of the County and any &quot;opt-in&quot; participating cities to promote recycling of used motor oil and provides certification to used oil collection centers to accept used oil from the public.</td>
<td>No</td>
</tr>
<tr>
<td>41</td>
<td>Waste Tire Enforcement (TEA)</td>
<td>$430,500</td>
<td>California Department of Resources Recycling and Recovery (CalRecycle)</td>
<td>December</td>
<td>Recurring</td>
<td></td>
<td>-</td>
<td>Local Government Waste Tire Enforcement Grant is a non-competitive, recurring grant to investigate illegal tire disposal and perform waste tire inspections.</td>
<td>No</td>
</tr>
<tr>
<td>42</td>
<td>Women, Infants and Children (WIC) Supplemental Nutrition Program</td>
<td>$4,847,473</td>
<td>California Department of Public Health</td>
<td>Varies</td>
<td>Recurring</td>
<td></td>
<td>-</td>
<td>The WIC Supplemental Nutrition program is funded by the State with Federal Department of Agriculture pass-through funds. Program goals are to provide nutrition education, counseling and diet supplementation (through the distribution of food vouchers) to low-income pregnant and lactating women and to infants and children who are found to be nutritionally at-risk.</td>
<td>No</td>
</tr>
</tbody>
</table>

### Medical Health Services

<table>
<thead>
<tr>
<th>#</th>
<th>Name of Grant</th>
<th>Application Amount to be Requested (Estimated)</th>
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<th>County Match Required? ($ amount or %)</th>
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<th>Project Name and Purpose of Grant</th>
<th>Does this Grant Require CEQA Findings?</th>
</tr>
</thead>
<tbody>
<tr>
<td>43</td>
<td>California Children’s Services (CCS) Administrative Program</td>
<td>$7,783,666</td>
<td>California Department of Health Care Services-Children’s Medical</td>
<td>Varies</td>
<td>Recurring</td>
<td>$447,565</td>
<td>No new positions</td>
<td>The State and Federal governments fund the CCS Administrative Program. The program provides case management, service authorization, eligibility determination, and office support in the treatment of children with eligible medical conditions.</td>
<td>No</td>
</tr>
<tr>
<td>44</td>
<td>California Children’s Services (CCS) Medical Therapy Program</td>
<td>$9,951,669</td>
<td>California Department of Health Care Services-Children’s Medical</td>
<td>Varies</td>
<td>Recurring</td>
<td>$9,812,640</td>
<td>No new positions</td>
<td>The State government funds the CCS Medical Therapy Program (MTP). The program provides diagnostic and treatment services including physical and occupational therapy in the treatment of children with eligible medical conditions.</td>
<td>No</td>
</tr>
</tbody>
</table>
## Summary of Anticipated Grant Applications for FY 2023-24

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<th>Project Name and Purpose of Grant</th>
<th>Does this Grant Require CEQA Findings?</th>
</tr>
</thead>
<tbody>
<tr>
<td>45</td>
<td>Public Health Emergency Preparedness</td>
<td>$2,993,281</td>
<td>California Department of Public Health</td>
<td>July</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>Grant funds are used to strengthen local jurisdiction’s preparedness, response and recovery capabilities to bioterrorism, infectious disease outbreaks and other public health emergencies. These funds emphasize assessing, measuring and sustaining preparedness capabilities. The funding helps build and sustain the following capabilities: Community Preparedness, Community Recovery, Emergency Operations Coordination, Public Information &amp; Warning, Fatality Management, Information Sharing, Mass Care, Medical Countermeasure Dispensing, Medical Material Management and Distribution, Medical Surge, Non-Pharmaceutical Interventions, Public Health Laboratory Testing, PH Surveillance &amp; Epi Investigation, Responder Health &amp; Safety, Volunteer Management.</td>
<td>No</td>
</tr>
<tr>
<td>46</td>
<td>Hospital Preparedness Program</td>
<td>$760,605</td>
<td>California Department of Public Health</td>
<td>July</td>
<td>Recurring</td>
<td>-</td>
<td>No new positions</td>
<td>Grant funds are used to strengthen local preparedness, response and recovery efforts of the health care agency during health disasters in support of the local and regional health care system. The funding helps build and sustain the following capabilities: Foundation for Health Care &amp; Medical Readiness, LEMSA</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td><strong>Grand Total</strong></td>
<td><strong>$104,305,691</strong></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
**GRANT APPLICATION / GRANT AWARD**

<table>
<thead>
<tr>
<th>Today’s Date:</th>
<th>August 1, 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>County Executive Office</td>
</tr>
<tr>
<td></td>
<td>Office of Care Coordination</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Continuum of Care Program</td>
</tr>
<tr>
<td></td>
<td>Coordinated Entry System</td>
</tr>
<tr>
<td></td>
<td>Supportive Services Only (SSO) Grant 2023</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>U.S. Department of Housing and Urban Development</td>
</tr>
<tr>
<td>(If the grant source is not a government entity, please provide a brief description of the organization/ foundation)</td>
<td></td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$1,231,239</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>September 28, 2023</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
<tr>
<td>(If yes, attach memo to CEO)</td>
<td></td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>FY2017 Application: $907,239. Award: $907,239.</td>
</tr>
<tr>
<td></td>
<td>FY2018 Application: $907,239. Award: $907,239.</td>
</tr>
<tr>
<td></td>
<td>FY2018 grant combined with a newly awarded grant during the FY2019 grant funding cycle.</td>
</tr>
<tr>
<td></td>
<td>FY2019 Application: $1,231,239. Award $1,231,239.</td>
</tr>
<tr>
<td></td>
<td>FY2020 Award: $1,231,239. FY2020 Grant was automatically renewed due to COVID-19.</td>
</tr>
<tr>
<td></td>
<td>FY2021 Application: $1,231,239 Award: $1,231,239</td>
</tr>
<tr>
<td></td>
<td>FY2022 Application: $1,231,239 Awarded: $1,231,239</td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive ☒ Other Type ☐ Explain:</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☒ Amount: 25%</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>In-kind staff time and Contractor's match requirements</td>
</tr>
<tr>
<td>(Please include the specific budget)</td>
<td></td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>No</td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
</tbody>
</table>

Orange County’s Coordinated Entry System (CES) standardizes the homeless services assessment process and coordinates referrals to homeless services, including available housing resources and supportive services, in the Orange County Continuum of Care (CoC). The intent of the CES is to reduce the number of days that people experience homelessness by prioritizing access to limited housing resources by length of homelessness, vulnerability and needs as determined on a standardized assessment.

The CES grant as operated by the County Executive Office’s Office of Care Coordination is in compliance with the U.S. Department of Housing and Urban Development (HUD) CoC Homeless Assistance Grant Program and implementation of Federal Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act requirements. All CoC funded programs and a number of State funding sources are required to participate in the CES. Funds will be used for Office of Care Coordination staff time and subrecipients to develop and implement a
CES that meets the needs of the homeless population, promotes regional coordination and collaboration across the three Service Planning Areas and aligns with the County’s efforts to develop a System of Care.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☐ No ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td>(Please specify below)</td>
</tr>
</tbody>
</table>

1. Authorize the Director of Care Coordination or designee, to submit a grant application for the Coordinated Entry SSO grant in the amount of $1,231,239.

<table>
<thead>
<tr>
<th>Department Contact:</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Douglas Becht</td>
<td>Director</td>
</tr>
<tr>
<td></td>
<td>Office of Care Coordination</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:Douglas.Becht@ocgov.com">Douglas.Becht@ocgov.com</a></td>
</tr>
<tr>
<td></td>
<td>(714) 834-5000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Douglas Becht</td>
<td>Director of Care Coordination</td>
</tr>
</tbody>
</table>
**CEO-Legislative Affairs Office**

**Grant Authorization eForm**

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<tr>
<td>Requesting Agency/Department: County Executive Office Office of Care Coordination</td>
</tr>
<tr>
<td>Grant Name and Project Title: Continuum of Care Program Homeless Assistance Planning Grant</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source: U.S. Department of Housing and Urban Development</td>
</tr>
<tr>
<td>Application Amount Requested: $1,500,000</td>
</tr>
<tr>
<td>Application Due Date: September 28, 2023</td>
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<td>Awarded Funding Amount: Not Applicable</td>
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<td>Notification Date of Funding Award: Not Applicable</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award? No</td>
</tr>
<tr>
<td>Recurrence of Grant: New ☒ Recurrent ☐ Other ☐ Explain:</td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
</tr>
<tr>
<td>Does this grant require CEQA findings? Yes ☐ No ☒</td>
</tr>
<tr>
<td>What Type of Grant is this? Competitive ☒ Other Type ☐ Explain:</td>
</tr>
<tr>
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</tr>
<tr>
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<tr>
<td>Will the grant/program create new part or full-time positions? No</td>
</tr>
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The Continuum of Care (CoC) Program is designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.

The CoC Program Homeless Assistance Planning Grant is used to support the planning activities associated with the U.S. Department of Housing and Urban Development (HUD) CoC Program and implementation of Federal Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act requirements.

The CoC Program Homeless Assistance Planning Grant funds will be used for County Executive Office (CEO) Office of Care Coordination staff and subrecipient contracts with consultants associated with the development and implementation of a comprehensive strategy to address homelessness in Orange County. These planning activities include, but are not limited to, the Point in Time sheltered and unsheltered count, implementation of Coordinated
Entry System, enhanced utilization of the Homeless Management Information System, completion of CoC competitive grant application and development of performance measures and monitoring of CoC funded agencies.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
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<th>No ☒</th>
</tr>
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<td></td>
</tr>
<tr>
<td>Deputy County Counsel Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Recommended Action/Special Instructions**
(Please specify below)

1. Authorize the Director of Care Coordination or designee, to submit a grant application for the Continuum of Care Program Homeless Assistance Planning Grant in the amount of $1,500,000.

**Department Contact:**
List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Douglas Becht  
Director  
Office of Care Coordination  
Douglas.Becht@ocgov.com  
(714) 834-5000

**Name of the individual attending the Board Meeting:**
List the name of the individual who will be attending the Board Meeting for this Grant Item.

Douglas Becht  
Director of Care Coordination
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<tr>
<th><strong>Today's Date:</strong></th>
<th>8/1/2023</th>
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<tbody>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>OC Community Resources/OC Housing and Community Development</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>Homekey/Stanton Inn and Suites (Stanton Apartment Homes)</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong>&lt;br&gt;(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</td>
<td>State of California Department of Housing and Community Development (State HCD)</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>Up to $60,630,044</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>08/13/2020</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td>07/28/2020</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td>$7,920,000</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td>11/16/2020</td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award?</strong>&lt;br&gt;(If yes, attach memo to CEO)</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong>&lt;br&gt;New ☐ Recurrent ☐ Other ☒ Explain: Updating resolution to include tax credit limited partnership as required by State HCD</td>
<td></td>
</tr>
<tr>
<td><strong>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Does this grant require CEQA findings?</strong></td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td><strong>What Type of Grant is this?</strong>&lt;br&gt;Competitive ☒ Other Type ☐ Explain:</td>
<td></td>
</tr>
<tr>
<td><strong>County Match?</strong></td>
<td>Yes ☒ Amount $1,085,000 or _____ % No ☐</td>
</tr>
<tr>
<td><strong>How will the County Match be Fulfilled?</strong>&lt;br&gt;(Please include the specific budget)</td>
<td>County match fulfilled through a $1,085,000 capital loan.</td>
</tr>
<tr>
<td><strong>Will the grant/program create new part or full-time positions?</strong></td>
<td>No.</td>
</tr>
<tr>
<td><strong>Purpose of Grant Funds:</strong>&lt;br&gt;Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
<td></td>
</tr>
</tbody>
</table>

The State of California Department of Housing and Community Development (State HCD) Homekey Program is a statewide effort to sustain and rapidly expand housing for persons experiencing homelessness or At Risk of Homelessness, and who are, thereby, disproportionately impacted by and at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases. The County and Jamboree Housing Corporation (Jamboree), as co-applicants, applied for and were awarded Homekey funds for Stanton Inn and Suites in Round 1. On October 20, 2020, the Board approved a funding commitment of $1,085,000 to Jamboree or to a to-be-formed limited partnership for the development of Stanton Inn and Suites. The project has since received tax credits with a new limited partnership, Katella Housing Partners LP, and is slated to complete construction this year. State HCD is requiring updated Resolutions from all grantees on the Standard Agreement (the County and Jamboree) to include Katella Housing Partners LP as the new owner of Stanton Inn and Suites/Stanton Apartment Homes.

<p>| <strong>Board Resolution Required?</strong>&lt;br&gt;(Please attach document to eForm) | Yes ☒ No ☐ |
| <strong>Deputy County Counsel Name:</strong>&lt;br&gt;(Please list the Deputy County Counsel that approved the Resolution) | Jacqueline Guzman |
| <strong>Recommended Action/Special Instructions</strong>&lt;br&gt;(Please specify below) | Adopt updated Resolution naming Katella Housing Partners LP as the new owner of the Stanton Inn and Suites (or Stanton Apartment Homes), acknowledging and accepting that this new owner is joining the Standard Agreement and authorizing OC Community Resources Director or designee to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Homekey Program funding and as the California State Department of Housing and Community Development may deem appropriate. |</p>
<table>
<thead>
<tr>
<th>Department Contact</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
</table>
| Julia Bidwell, Director, OC Housing and Community Development | (714) 480-2991  
Julia.Bidwell@occr.ocgov.com |

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dylan Wright, Director, OC Community Resources</td>
<td></td>
</tr>
</tbody>
</table>
AUTHORIZING RESOLUTION

A RESOLUTION OF THE GOVERNING BODY OF THE ORANGE COUNTY BOARD OF SUPERVISORS AUTHORIZING JOINT APPLICATION TO THE HOMEKEY PROGRAM

WHEREAS:

A. The Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA"), dated July 16, 2020, for the Homekey Program ("Homekey" or "Homekey Program"). The Department has issued the NOFA for Homekey grant funds pursuant to Health and Safety Code section 50675.1.1 (Assem. Bill No. 83 (2019-2020 Reg. Sess.), § 21.)

B. COUNTY OF ORANGE ("Co-Applicant") jointly applied for Homekey grant funds with Jamboree Housing Corporation ("Corporation") through an application for Homekey funds ("Application") to the Department and received a Homekey award in the amount of $7,920,000.

C. The Department is authorized to administer Homekey pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Homekey funding allocations are subject to the terms and conditions of the NOFA, the Application, the Department-approved STD 213, Standard Agreement ("Standard Agreement"), and all other legal requirements of the Homekey Program.

D. Since receipt of Homekey award funding under the NOFA, the ownership entity has changed to Katella Housing Partners LP ("New Owner") and the Department will be adding the New Owner to the Standard Agreement.

THEREFORE, IT IS RESOLVED THAT:

1. Co-Applicant is hereby authorized and directed to enter into, execute, and deliver a Standard Agreement in a total amount not to exceed $7,920,000, any and all other documents required or deemed necessary or appropriate to secure the Homekey funds from the Department and to participate in the Homekey Program, and all amendments thereto (collectively, the "Homekey Documents").

2. Co-Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, as amended, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement.

3. Co-Applicant acknowledges and accepts the New Owner as an additional party to the Standard Agreement.

4. Co-Applicant acknowledges and accepts that the New Owner shall enter into, execute, and deliver a Standard Agreement in a total amount not to exceed $7,920,000 and shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof.

5. Dylan Wright, OC Community Resources Director, or his or her designee, continues to be authorized to execute the Homekey Documents on behalf of Co-Applicant for participation in the Homekey Program.

6. Michael Massie, Chief Development Officer, or his or her designee, is authorized to execute the Homekey Documents on behalf of New Owner for participation in the Homekey Program.
PASSED AND ADOPTED this ______ day of __________, 2023, by the following vote:

  AYES:______  NAYES:______  ABSTAIN:______  ABSENT:______

The undersigned, Robin Stieler, Clerk of the Board of Co-Applicant, does hereby attest and certify that the foregoing is a true and full copy of a resolution of the governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, or repealed.

SIGNATURE:  DATE:

NAME:  TITLE:
NOTICE AND INSTRUCTIONS

1. **Notice.** The Department is providing this template Authorizing Resolution as informational guidance only. The Department encourages each Co-Applicant to consult with professional legal counsel during the development of its own formal, legally binding statement that it is authorized to apply to and participate in the Homekey Program.
   a. Please note, however, that any limitations or conditions on the authority of the signatory or signatories to execute the Application or the Homekey Documents may result in the Department rejecting the Authorizing Resolution.

2. **Accuracy, Verification.** The Department will verify that this Authorizing Resolution comports with the legal authority and composition of Co-Applicant’s governing body. Co-Applicant must timely notify the Department, in writing, of any factors that limit its ability to provide an Authorizing Resolution which is materially in line with this template.

3. **Dollar Amounts of Grant Awards.** The Department recommends identifying an authorized dollar amount that is at least double the anticipated award (based on current formula calculations). Award amounts are subject to change. If Co-Applicant is ultimately awarded an amount in excess of the amount identified in the Authorizing Resolution, the Department will require a new Authorizing Resolution from Co-Applicant before execution of a Standard Agreement.

4. ** Authorized Signatory or Signatories, Designee.** Co-Applicant, as a Local Public Entity, may designate an authorized signatory by title only. In addition, Co-Applicant may authorize multiple signatories, so long as there is clarifying language as to whether the signatories are authorized to execute the Homekey Documents individually or collectively. In addition, Co-Applicant may authorize a designee of the authorized signatory to execute the Homekey Documents. In such case, Co-Applicant must append a supporting document (e.g., memorandum, meeting notes of official action), which indicates the name and title of the designee who is authorized to legally bind the governing body.

5. **Vote Count.** Please fill out the field by every voting category (i.e., Ayes, Nayes, Abstain, Absent). If none, please indicate zero (0) for that field. The vote count must comport with the legal authority and membership of the Co-Applicant’s governing body.

6. **Certification of Authorizing Resolution.** The individual who certifies the Authorizing Resolution cannot also be authorized to execute the Homekey Documents on behalf of Co-Applicant.
### GRANT APPLICATION / ☑️ GRANT AWARD

<table>
<thead>
<tr>
<th>Today’s Date:</th>
<th>8/1/2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>OC Community Resources/OC Housing and Community Development</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Homekey/Tahiti Motel (Tahiti Apartment Homes)</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>State of California Department of Housing and Community Development (State HCD)</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$13,440,000</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>08/13/2020</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>07/28/2020</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>$9,600,000</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>04/21/2021</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>N/A</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New □ Recurrent □ Other ☑ Explain: Updating resolution to include tax credit limited partnership as required by State HCD</td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td>N/A</td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes □ No ☑</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive ☑ Other Type □ Explain:</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☑ Amount $2,400,000 or ____ % □ No □</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>County match fulfilled through a $2,400,000 capital loan.</td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>No.</td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
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The State of California Department of Housing and Community Development (State HCD) Homekey Program is a statewide effort to sustain and rapidly expand housing for persons experiencing homelessness or At Risk of Homelessness, and who are, thereby, disproportionately impacted by and at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases. The County and Jamboree Housing Corporation (Jamboree), as co-applicants, applied for and were awarded Homekey funds for Tahiti Motel in Round 1. On June 22, 2021, the Board approved a transfer of Tahiti Motel to a to-be-formed limited partnership for tax credit financing purposes. The project has since received tax credits with a new limited partnership, Beach2 Housing Partners LP, and is slated to complete construction later this year. State HCD is requiring updated Resolutions from all grantees on the Standard Agreement (the County and Jamboree) to include Beach2 Housing Partners LP as the new owner of Tahiti Motel/Tahiti Apartment Homes.

| Board Resolution Required? | Yes ☑ No □ |
| Deputy County Counsel Name: | Jacqueline Guzman |

Recommended Action/Special Instructions (Please specify below)

Adopt updated Resolution naming Beach2 Housing Partners LP as the new owner of the Tahiti Motel (or Tahiti Apartment Homes), acknowledging and accepting that this new owner is joining the Standard Agreement and authorizing OC Community Resources Director or designee to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Homekey Program funding and as the California State Department of Housing and Community Development may deem appropriate.
<table>
<thead>
<tr>
<th>Department Contact :</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Julia Bidwell, Director, OC Housing and Community Development (714) 480-2991 <a href="mailto:Julia.Bidwell@occr.ocgov.com">Julia.Bidwell@occr.ocgov.com</a></td>
<td></td>
</tr>
<tr>
<td><strong>Name of the individual attending the Board Meeting:</strong></td>
<td>List the name of the individual who will be attending the Board Meeting for this Grant Item:</td>
</tr>
<tr>
<td>Dylan Wright, Director, OC Community Resources</td>
<td></td>
</tr>
</tbody>
</table>
AUTHORIZING RESOLUTION

A RESOLUTION OF THE GOVERNING BODY OF THE ORANGE COUNTY HOUSING AUTHORITY AUTHORIZING JOINT APPLICATION TO THE HOMEKEY PROGRAM

WHEREAS:
A. The Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA"), dated July 16, 2020, for the Homekey Program ("Homekey" or "Homekey Program"). The Department has issued the NOFA for Homekey grant funds pursuant to Health and Safety Code section 50675.1.1 (Assem. Bill No. 83 (2019-2020 Reg. Sess.), § 21.)
B. ORANGE COUNTY HOUSING AUTHORITY on behalf of the County of Orange ("Co-Applicant") jointly applied for Homekey grant funds with Jamboree Housing Corporation ("Corporation") through an application for Homekey funds ("Application") to the Department and received a Homekey award in the amount of $9,600,000.
C. The Department is authorized to administer Homekey pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Homekey funding allocations are subject to the terms and conditions of the NOFA, the Application, the Department-approved STD 213, Standard Agreement ("Standard Agreement"), and all other legal requirements of the Homekey Program.
D. Since receipt of Homekey award funding under the NOFA, the ownership entity has changed from JHC-Beach2 LLC to Beach2 Housing Partners LP ("New Owner") and the Department will be adding the New Owner to the Standard Agreement.

THEREFORE, IT IS RESOLVED THAT:
1. Co-Applicant is hereby authorized and directed to enter into, execute, and deliver a Standard Agreement in a total amount not to exceed $9,600,000, any and all other documents required or deemed necessary or appropriate to secure the Homekey funds from the Department and to participate in the Homekey Program, and all amendments thereto (collectively, the "Homekey Documents").
2. Co-Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, as amended, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement.
3. Co-Applicant acknowledges and accepts the New Owner as an additional party to the Standard Agreement.
4. Co-Applicant acknowledges and accepts that the New Owner shall enter into, execute, and deliver a Standard Agreement in a total amount not to exceed $9,600,000 and shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof.
5. Dylan Wright, OC Community Resources Director, or his or her designee, continues to be authorized to execute the Homekey Documents on behalf of Co-Applicant for participation in the Homekey Program.
6. Michael Massie, Chief Development Officer, or his or her designee, is authorized to execute the Homekey Documents on behalf of New Owner for participation in the Homekey Program.

<table>
<thead>
<tr>
<th>PASSED AND ADOPTED this _____ day of __________, 2023, by the following vote:</th>
</tr>
</thead>
<tbody>
<tr>
<td>AYES:_______ NAYES:_________ ABSTAIN:_______ ABSENT:_______</td>
</tr>
</tbody>
</table>

The undersigned, Robin Stieler, Clerk of the Board of Co-Applicant, does hereby attest and certify that the foregoing is a true and full copy of a resolution of the governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, or repealed.

<table>
<thead>
<tr>
<th>SIGNATURE:</th>
<th>DATE:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>NAME:</th>
<th>TITLE:</th>
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</table>
NOTICE AND INSTRUCTIONS

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   a. Please note, however, that any limitations or conditions on the authority of the signatory or signatories to execute the Application or the Homekey Documents may result in the Department rejecting the Authorizing Resolution.

2. **Accuracy, Verification.** The Department will verify that this Authorizing Resolution comports with the legal authority and composition of Co-Applicant's governing body. Co-Applicant must timely notify the Department, in writing, of any factors that limit its ability to provide an Authorizing Resolution which is materially in line with this template.

3. **Dollar Amounts of Grant Awards.** The Department recommends identifying an authorized dollar amount that is at least double the anticipated award (based on current formula calculations). Award amounts are subject to change. If Co-Applicant is ultimately awarded an amount in excess of the amount identified in the Authorizing Resolution, the Department will require a new Authorizing Resolution from Co-Applicant before execution of a Standard Agreement.

4. **Authorized Signatory or Signatories, Designee.** Co-Applicant, as a Local Public Entity, may designate an authorized signatory by title only. In addition, Co-Applicant may authorize multiple signatories, so long as there is clarifying language as to whether the signatories are authorized to execute the Homekey Documents individually or collectively. In addition, Co-Applicant may authorize a designee of the authorized signatory to execute the Homekey Documents. In such case, Co-Applicant must append a supporting document (e.g., memorandum, meeting notes of official action), which indicates the name and title of the designee who is authorized to legally bind the governing body.

5. **Vote Count.** Please fill out the field by every voting category (i.e., Ayes, Nayes, Abstain, Absent). If none, please indicate zero (0) for that field. The vote count must comport with the legal authority and membership of the Co-Applicant's governing body.

6. **Certification of Authorizing Resolution.** The individual who certifies the Authorizing Resolution cannot also be authorized to execute the Homekey Documents on behalf of Co-Applicant.
To: Robin Stieler, Clerk of the Board

From: Supervisor Vicente Sarmiento, 2nd District

Date: August 8, 2023

RE: Add Supplemental Item to August 8, 2023 Board Meeting Agenda – Appoint Maria Ceja to the Orange County Planning Commission

Supervisor Sarmiento requests a supplemental item be placed on the August 8, 2023 Board of Supervisors agenda to appoint Maria Ceja to the Orange County Planning Commission for the term concurrent with Supervisor term of office. Maria will be replacing Daniel Morgan, term ended on January 3, 2023.

cc: Yasie Goebel, Chief of Staff, BOS-2
Valerie Sanchez, Chief Deputy Clerk, COB
APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

Return to: Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, California 92701
Email: response@ocgov.com
Website: https://cob.ocgov.com/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor's Office at (714) 834-2206. Please print in ink or type.

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP, SEE LIST AT https://cob.ocgov.com/boards-commissions-committees/bcc-name-list-and-contact-information

Orange County Planning Commission

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: □ First □ Second □ Third □ Fourth □ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Maria Eloisa Ceja

First Name Middle Name Last Name

Anaheim California

Street Address City State Zip Code

Home Phone Number Cell Phone Number

Email Address

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

ARE YOU A CITIZEN OF THE UNITED STATES:  □ YES □ NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? □ YES □ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN:

Revised Date 02/14/23
LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY

American Planning Association

FROM (MO./YR.) 02/2020

TO (MO./YR.) Present

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? □ YES ■ NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? □ YES ■ NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETentions THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIAALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)?

□ YES ■ NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

________________________________________

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

See attached document.

________________________________________

DATE: 04/4/2023 APPLICANTS SIGNATURE: ypad

CLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE

Date Received: __________________________ Received by: __________________________

Deputy Clerk of the Board of Supervisors

Date referred: __________________________

To: □ BOS District 1 □ BOS District 2 □ BOS District 3 □ BOS District 4 □ BOS District 5

□ All BOS □ BCC Contact Person Name __________________________

Revised Date 02/14/23
Maria E. Ceja

Education

University of California, Irvine
*Master of Urban and Regional Planning*, June 2021
Cumulative GPA: 3.9

**Relevant Coursework:**
- Housing Policy
- Environmental Politics and Policy
- Microeconomics for Urban Planning
- Planning Development and Communication

California State University, Long Beach
*Bachelor of Arts in Sociology*, May 2019
Concentration: Interaction and Group Relations
Cumulative GPA: 3.75

Work Experience

PlaceWorks, Santa Ana, California
*Project Planner*, June 2021 to Present
- Conducts comprehensive planning work, including general plan and specific support
- Conducts housing planning work, including Housing Element and related housing plans support
- Assists in Public Outreach and Engagement in various projects
- In depth research for various types of projects
- Collaborate with clients throughout the project timeline

*Intern*, June 2020 to June 2021
- Assisted in various types of planning research for various projects
- Developed proposals for internal staff for project decisions

University of California Irvine-School of Social Ecology, Irvine, California
*Research Assistant*, August 2019 to March 2020
- Engage with Santa Ana residents through neighborhood survey collection and meetings
- Collect and organize qualitative data like the surveys and planned developments in Santa Ana
- Assist in research and related processes like aiding the process of the structure of the survey
- Translate documents and audio interviews and video footage from Spanish to English

Leadership

Santa Ana Active Streets, Santa Ana, California
*Advocate Volunteer*, July 2021 to February 2023
Board of Supervisors
Memorandum

To: Robin Stieler, Clerk of the Board

From: Supervisor Vicente Sarmiento, 2nd District

Date: August 8, 2023

RE: Add Supplemental Item to August 8, 2023 Board Meeting Agenda – Appoint Philip Chinn to the Orange County Historical Commission

Supervisor Sarmiento requests a supplemental item be placed on the August 8, 2023 Board of Supervisors agenda to appoint Philip Chinn to the Orange County Historical Commission for the term concurrent with Supervisor term of office. Philip will be replacing Armando de la Libertad appointed by Supervisor Foley, term ended on January 3, 2023.

cc: Yasie Goebel, Chief of Staff, BOS-2
    Valerie Sanchez, Chief Deputy Clerk, COB

RECEIVED
CLERK OF THE BOARD
AUG 02 2023
APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

Return to: Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, California 92701
Email: response@ocgov.com
Website: https://cob.ocgov.com/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor’s Office at (714) 834-2206. Please print in ink or type.

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP. SEE LIST AT https://cob.ocgov.com/boards-commissions-committees/bcc-name-list-and-contact-information

Orange County Historical Commission

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: □ First □ Second □ Third □ Fourth □ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Philip Chandler Chinn
First Name Middle Name Last Name

Santa Ana Ca
Street Address City State Zip Code

Home Phone Number Cell Phone Number

Email Address

CURRENT EMPLOYER: F

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

ARE YOU A CITIZEN OF THE UNITED STATES: □ YES □ NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? □ YES □ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange
LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

<table>
<thead>
<tr>
<th>ORGANIZATION/SOCIETY</th>
<th>FROM (MO/Year)</th>
<th>TO (MO/Year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heritage Orange County</td>
<td>1984</td>
<td>Present</td>
</tr>
<tr>
<td>Kiwanis of Santa Ana</td>
<td>2000</td>
<td>Present</td>
</tr>
<tr>
<td>Orange County Historical Society</td>
<td>2000</td>
<td>Present</td>
</tr>
</tbody>
</table>

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? □ YES □ NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? □ YES □ NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)? □ YES □ NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

______

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

Desire to continue my service on the present board of OCHC

DATE: March 13, 2023

APPLICANTS SIGNATURE: [Signature]

Clerk of the Board of Supervisors/Use Only – Do not write below this line

Date Received: 3-14-23

Received by: [Signature]

Deputy Clerk of the Board of Supervisors

Date referred: 3-14-23

To: □ BOS District 1 □ BOS District 2 □ BOS District 3 □ BOS District 4 □ BOS District 5

□ All BOS □ BCC Contact Person Name

Revised Date 02/14/23
Curriculum Vitae

Philip Chinn

Summary:

I have been volunteering for 38 years in the historic preservation field and disseminating information about the importance of preserving our heritage.

Organizations and Commissions:


Orange County Historical Society Board. 2000-Present.

Kiwanis of Santa Ana Member. 2000-Present

Orange County Historical Commission. Commissioner. 2016-Present

Santa Ana Historical Commission. 2000-2010

Profession and continued education


Civil Engineering License 1977.

Employment:

Boyle Engineering, Newport Beach, Ca. Five years.

Park Water Company, Downey, Ca. Four years.

San Bernardino County, Ca. Twelve years.

City of Chino Hills, California. Seven years. Retired 2000.
MEMORANDUM

To: Clerk of the Board

From: Donald P. Wagner, Chairman, Third District

Date: August 3, 2023

RE: Supplemental Item for the August 8, 2023 Board of Supervisors Meeting

I would like to add a supplemental item to the August 8, 2023 Board of Supervisors meeting. I will be allocating $1.7 million from the Third District discretionary funds from fiscal year 2023-24 to go towards the Orange County Sheriff Department (OCSD) to continue the fight against fentanyl in our community. The funding will be used for the following:

- An additional deputy to be assigned to the OCSD’s six-week substance abuse prevention program called “Above the Influence,” which will teach fifth and sixth graders the dangers of current drug trends including alcohol, tobacco, fentanyl and other drugs. This program has one sergeant and two deputies already assigned and the requested funding will add a third deputy, costing $265,000 per fiscal year. I will be sponsoring this extra deputy for the next five years.

- Equipment enhancements for OCSD’s highway interdiction team, for drug prevention and detection, including:
  - One additional highway interdiction team vehicle that will combat the transportation of illegal goods such as drugs, firearms, and contraband.
  - The Perfect Vision® V20 Videoscope for visual inspections that offers 10 times the resolution of the leading fiberscope.
  - The Viken Detection Nighthawk HBI which enables users to quickly and cost-effectively find concealed explosives, narcotics and other contraband.
  - TruNarc, a drug analyzer designed for rapid and accurate substance identification enabling law enforcement to quickly determine the composition of unknown substances. Its compact and portable design allows for on-site analysis.
  - One additional drug detection canine that will assist law enforcement in detecting and locating illegal drugs.

Fentanyl continues to be a threat in this State and County. According to the California Department of Health, statewide fentanyl deaths increased nearly 2300% from 2016 to 2021. In Orange County, our fentanyl deaths increased 1800% from 2016 to 2021. Our County has been leading in the fight to combat fentanyl threats in our community and approving this item will continue in our efforts and save lives.
**Actions:**

1. Allocate $1.7 million from Third District discretionary funds to the OCSD for the purpose of supporting Orange County’s fight on fentanyl.

2. In accordance with Government Code sections 26227 and 53069.5, find that this appropriation and expenditure of County general funds is necessary to meet the social needs of the population of the County, in the areas including, but not limited to, health, law enforcement, and public safety.

3. Authorize the County Procurement Officer or Deputized designee to execute agreements or amendment to agreements as necessary to effectuate the purposes of this allocation.

4. Authorize and direct the Auditor-Controller, or designee, to make related payments as necessary to effectuate the purposes of this allocation.
To: Robin Stieler, Clerk of the Board

From: Supervisor Vicente Sarmiento, Second District

Date: August 1, 2023

RE: Supplemental Agenda Item to the August 8, 2023, Board of Supervisors Meeting

Please place a supplemental item to the August 8, 2023, Board of Supervisors agenda to adopt a resolution recognizing August as Chicano Heritage Month in the County of Orange and direct Clerk of the Board to add Chicano Heritage Month to the list of annually recurring resolutions.

Chicano Heritage month is celebrated in August to recognize the significant contributions of Mexican Americans to the history of the United States.
Chicano Heritage Month

By the authority of the Orange County Board of Supervisors, the following resolution is hereby issued:

WHEREAS, Chicano Heritage month is celebrated in August to recognize the significant contributions of Mexican Americans to the history of the United States; and

WHEREAS, “Chicano” or “Chicana” is sometimes used interchangeably with “Mexican American,” although the term has different meanings for different people. Nonetheless, “Chicano” and “Chicana” was reclaimed by ethnic Mexicans in the 1960s and 1970s to express political empowerment, ethnic solidarity, and pride in being of Indigenous descent; and

WHEREAS, the Chicano Movement, or El Movimiento, was a social and political movement in the United States inspired by prior acts of resistance among people of Mexican descent, that worked to embrace a Chicano/Chicana identity and worldview that combated structural racism, encouraged cultural revitalization, and achieved community empowerment. Examples of this movement are shown through the advocacy work of individuals like Vickie Castro, Ruben Salazar, Corky Gonzales, Sylvia Mendez, Dolores Huerta, and countless others; and

WHEREAS, in 1946, the Supreme Court issued a landmark ruling in Mendez v. Westminster School District of Orange County that declared school segregation of Mexican Americans illegal; and

WHEREAS, Orange County resident Ruben Salazar, a significant civil rights advocate, was the first Mexican-American columnist for the Los Angeles Times, and the first journalist to shed light on the Chicano community through mainstream media; and

WHEREAS, Emigdio Vasquez, from Orange, California, was known as the “Godfather of Hispanic artists”, and painted over 30 public murals in central Orange County, with a notable contribution visible at the former OCTA Bus Terminal in Santa Ana, CA; and

WHEREAS, in 2021, the city of Santa Ana, California, was the first major city in the United States to declare August as “Chicano Heritage Month”; and

WHEREAS, according to the 2019 American Community Survey, people from Mexico comprised 11.3 percent of the foreign-born population in the United States. Chicanos/Chicanas have been a long-standing part of the culture of the Unites States, with an undeniable influence in education, public safety, infrastructure, economic development, culinary arts and governance; and

NOW, THEREFORE, BE IT RESOLVED, the Orange County Board of Supervisors do hereby recognize August as Chicano Heritage Month and encourage residents to join in acknowledging and celebrating the cultural diversity in our community.
Memorandum

Date:       August 1, 2023
To:         Robin Stieler, Clerk of the Board
From:       Katrina Foley, Fifth District Supervisor
Re:         Supplemental Item for August 8, 2023 Meeting of the Board of Supervisors

Please add a supplemental item to the August 8, 2023 meeting of the Board of Supervisors to reappoint Jeffrey Okamoto to the Development Processing Review Committee for a term concurrent with Supervisor Foley’s term of office. Jeffrey Okamoto was originally appointed in April 2013; his current term expired in January 2019.
Written Concurrence for Out-of-District Appointment to Board, Commission, or Committee

Supervisor Proposing Appointment: Katrina Foley, Fifth District  Date: 8/2/2023

Board, Commission, or Committee: Development Process Review Committee

Proposed Appointee’s Name: Jeffrey Okamoto

Proposed Appointee’s City of Residence: Rancho Santa Margarita, CA

Concurring Supervisor’s Signature: [Signature]

Concurring Supervisor: Donald Wagner, Third District
APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

Return to: Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, California 92701
Email: response@ocgov.com
Website: https://cob.ocgov.com/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor’s Office at (714) 834-2206. Please print in ink or type.

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP. SEE LIST AT https://cob.ocgov.com/boards-commissions-committees/bcc-name-list-and-contact-information

Development Processing Review Committee

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: □ First □ Second □ Third □ Fourth □ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Jeffrey T Okamoto
First Name Middle Name Last Name

Rancho Santa Margarita CA
Street Address City State Zip Code

Home Phone Number

Cell Phone Number

Email Address

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

ARE YOU A CITIZEN OF THE UNITED STATES: ■ YES □ NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ■ YES □ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN:
LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

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<tr>
<td>ASCE Member</td>
<td>9/81</td>
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<tr>
<td>BIA/OC BOD</td>
<td>11/2010</td>
<td>Present</td>
</tr>
<tr>
<td>Cal Poly SLO CE/ENVE Industrial Advisory Board</td>
<td>5/2020</td>
<td>Present</td>
</tr>
</tbody>
</table>

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)?  □YES  □ NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? □ YES  □ NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIA LLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)?

□ YES  □ NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

I have been a member of this committee for the past twelve years and attended as a guest for couple years prior.

DATE: August 1, 2023  APPLICANTS SIGNATURE: Jeffrey Okamoto

CLERK OF THE BOARD OF SUPERVISORS: USE ONLY – DO NOT WRITE BELOW THIS LINE.
JEFFREY OKAMOTO, PE

Mr. Okamoto has over 37 years of diverse civil engineering experience and participates in all aspects of urban and commercial developments. His expertise includes project management, project scheduling, quality assurance and production of preliminary and final engineering plans for multi-disciplined land development projects. His hands-on approach and understanding of grading, hydrology and hydraulics, storm drain, roadway, sewer, and water design for public works/private facilities is a result of overseeing the overall civil engineering design during production, and resolving problems encountered during construction. The design and management experience that he has acquired on working on Master Planned Communities has made Mr. Okamoto an expert at coordinating multi-discipline infrastructure projects involving landowners, various homebuilders, various governmental agencies, sub-consultant teams, and coordination of in-house staff and specialists.

RELEVANT EXPERIENCES:

- Various Homebuilder Tracts (Orange, Los Angeles, San Bernardino Counties) 2015-present
- RMV's PA 2/3 Homebuilder Tracts (County of Orange, CA) 2013–Present
- Baker Ranch (Lake Forest, CA) 2012–14
- Rancho Mission Viejo Design Team for PA 2 (County of Orange, CA) 2012-14
- Cactus / Nason Capital Improvement Project (Moreno Valley, CA) 2011-13
- Verano Student Housing Replacement for UCI (Irvine, CA) 2009-11
- Aquabella Master Planned Community (Moreno Valley, CA) 2007-09
- Rosedale Master Planned Development (Azusa, CA) 2004-08, 2012-14
- Talega Master Planned Community (San Clemente, CA) 1997-2008
- Talega Homebuilders Tracts (San Clemente, CA) 1999-Present
- Simi Valley Homebuilder Tracts (Simi Valley, CA) 1996-97
- Mission Oaks Homebuilder Tracts (Camarillo, CA) 1992-95
- Sunset Boulevard Expansion at Disney/MGM Studios Theme Park (Orlando, FL) 1992-94
- Corona Ranch (Corona, CA) 1988-91, 1995-98
- Marblehead Coastal Emergency Bluff Restoration (San Clemente, CA) 1990
- Monarch Beach (Dana Point, CA) 1987-89
- Pacific Commercenter (County of Orange, CA) 1987-88

CAREER HISTORY:

Hultt-Zollars, Inc. Irvine, CA
December 2014 to Present
- Vice President of Urban Development
- Managing Principal of HZ Irvine Office
- Urban Development Practice Area Leader for Hultt-Zollars

RBF Consulting (Michael Baker International, LLC), Irvine, CA
April 1987 to November 2014
- Vice President of Land Development: 2006 to 2014
- Project Manager: 1995 to 2006
- Project Engineer: 1990 to 1995
- Staff Engineer: 1987 to 1990

Fred Schott & Associates, San Luis Obispo/Santa Maria, CA
March 1985 to April 1987
- Staff Designer: 1985 - 1987

Registrations:
1990, Civil Engineer, CA
1991, Civil Engineer, MN
1993, Civil Engineer, FL

Education:
B.S., Civil Engineering, California Polytechnic State University, San Luis Obispo

Professional Affiliations:
Member, American Society of Civil Engineers, 1981-Present
Board of Directors, BIA/Orange County, 2010-Present
Member, BIA/Orange County Governmental Affairs Committee, 2007-Present
Appointed 5th Supervisor District, DPRC/Orange County Public Works, 2013-Present
Awarded the ASCE/OC Land Development Engineer of the Year 2016
Member, Cal Poly San Luis Obispo Civil/ENVE Department, Industrial Advisory Board, 2021-Present

Community Involvement:
Volunteer, YMCA Y-Guides Program (Father/Daughters) 1997-2004
Treasurer, Trabuco Hills HS Girls Basketball Boosters Program 2010-2012
President/Treasurer, Vagabond Golf Club of SCGA, 2014-present
Board of Directors/Events Committee Chair, Delta Tau House Corporation, San Luis Obispo, 2020-present
MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Chairman Donald P. Wagner, Third District

Date: August 3, 2023

RE: Appointment to Community Action Partnership of Orange County

Please place a supplemental item on the August 8, 2023 Board of Supervisors agenda to appoint John Park to the Community Action Partnership of Orange County for a term concurrent with the Third District Supervisor’s term of office. John will be filling be replacing Patricia Healy, who resigned from the Board.
APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

Return to: Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, California 92701
Email: response@ocgov.com
Website: https://cob.ocgov.com/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor's Office at (714) 834-2206. Please print in ink or type.

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP. SEE LIST AT https://cob.ocgov.com/boards-commissions-committees/bcc-name-list-and-contact-information

Representatives Board Seat at the Community Action Partnership OC

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: □ First □ Second □ Third □ Fourth □ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Jong (John) H Park
First Name Middle Name Last Name

Irvine CA
Street Address City State Zip Code

Home Phone Number Cell Phone Number

Email Address

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

ARE YOU A CITIZEN OF THE UNITED STATES: □ YES □ NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER: □ YES □ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange
LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

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<th>FROM (MO./JR.)</th>
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</thead>
<tbody>
<tr>
<td>Rotary (501 C4)</td>
<td>2018</td>
<td>Present</td>
</tr>
<tr>
<td>OC LA Rotary Foundation (501 C3)</td>
<td>2022</td>
<td>Present</td>
</tr>
<tr>
<td>AAPI United (501 C3)</td>
<td>2020</td>
<td>Present</td>
</tr>
</tbody>
</table>

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? □ YES □ NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? □ YES □ NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETentions THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)?

□ YES □ NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

________________________________________________________________________

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

I am very interested in advancing CAPOC's mission of serving
while being a responsible steward of tax payer dollars.

DATE: 8/1/23

APPLICANTS SIGNATURE: [Signature]

CLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE

Date Received: ____________________________ Received by: ____________________________
Date referred: ____________________________
To: □ BOS District 1 □ BOS District 2 □ BOS District 3 □ BOS District 4 □ BOS District 5
□ All BOS □ BCC Contact Person Name: ____________________________
JOHN PARK

PROFILE
C-level executive with over 30 years of experience in business strategy, sales, and marketing. Former Fortune 1000 executive and current business owner of an award-winning advertising agency.

EXPERIENCE
CEO | EIGHT HORSES
2006 – PRESENT
EIGHT HORSES IS AN AWARD-WINNING ADVERTISING AND MARKETING AGENCY HEADQUARTERED IN ORANGE COUNTY, CA. FOUNDER.

President | SENESIS
2022 – PRESENT
SENESIS PROVIDES WINNING SOLUTIONS DIRECTLY TO POLITICAL CANDIDATES AND INITIATIVES AS A FULL-SERVICE POLITICAL CONSULTING AGENCY. FOUNDER.

CEO | i7
2002 – 2006
STRATEGIC CONSULTING AND INTERACTIVE AGENCY SERVING SMALL TO MID-SIZE COMPANIES. LED A TEAM OF SALES, BUSINESS DEVELOPMENT, CREATIVE, DEVELOPMENT AND OPERATIONS PROFESSIONALS TO DELIVER PREMIUM DIGITAL STRATEGY AND NEW MEDIA SERVICES IN AN EMERGING AND DYNAMICALLY CHANGING INTERNET/TECHNOLOGY LANDSCAPE.

EVP of Sales and Business Development | TMP Worldwide
1999 – 2002
EXECUTIVE IN CHARGE OF SALES, BUSINESS DEVELOPMENT AND DIRECT MARKETING. VIRTUALRELOCATION.COM WAS THE FIRST ONLINE WEB SITE TO HELP CONSUMERS AND CORPORATIONS FACILITATE A RELOCATION ACROSS TOWN OR AROUND THE WORLD. GREW SALES TEAM AND INFRASTRUCTURE FROM 4 TO A MULTI-CITY SALES OPERATION IN LESS THAN 12 MONTHS, INCLUDING TELEMARKETING, DIRECT SALES AND BUSINESS DEVELOPMENT.

Western U.S. Regional Director (AVP) | Bell Canada
1995 – 1999

EXPERIENCE PRIOR TO 1996 AVAILABLE UPON REQUEST.

EDUCATION
BA | George Mason University
Government and Politics / International Relations
SKILLS
- Leadership
- Management
- Business Growth Strategy
- Business Sales
- Partner Channel
- Branding (B2C, B2B)
- Advertising
- Marketing
- Digital Media

SOME AFFILIATED COMMUNITY OR CHARITABLE ORGANIZATIONS
TUSD PTO, Rotary, Rotary Foundation, AAPI United, Charity Van

PERSONAL PROFILE
- Married for 23 years, 3 kids (20, 17, and 10)
- Immigrant from South Korea at the age of 8.
- Grew up in Virginia, have been in Orange County since 1999

LINKEDIN PROFILE
August 1, 2023

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the August 8, 2023, Board Hearing.

Agency: County Executive Office
Subject: Approve 2023-2026 Memorandum of Understanding with Orange County Attorneys Association
Districts: All Districts

Reason Item is Supplemental: The parties are in the process of finalizing the language of the successor Memorandum of Understanding. A tentative agreement was executed by the parties on July 20, 2023, and the Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Justification: This item needs to be on the supplemental agenda on August 8, 2023, to avoid an unfair labor practice charge.

Concur: Donald P. Wagner, Chairman of the Board of Supervisors

cc: Board of Supervisors
    County Executive Office
    County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 08/08/2023
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Executive Office
DEPARTMENT HEAD REVIEW: [Signature]  

DEPARTMENT CONTACT PERSON(S): Colette Farnes (714) 834-2836
Jamie Newton (714) 834-2247

SUBJECT: Approve 2023-2026 Memorandum of Understanding with Orange County Attorneys Association

CEO CONCUR  

COUNTY COUNSEL REVIEW Approved as to Form  

CLERK OF THE BOARD Discussion

3 Votes Board Majority

Budgeted: N/A  
Current Year Cost: See Financial Impact Section  
Annual Cost: See Financial Impact Section

Staffing Impact: No  
# of Positions: N/A  
Sole Source: N/A

Current Fiscal Year Revenue: N/A  
Funding Source: See Financial Impact Section  
County Audit in last 3 years: No

Levine Act Review Completed: Prior Board Action: N/A

RECOMMENDED ACTION(S)
1. Approve and adopt the attached 2023-2026 Memorandum of Understanding between the County of Orange and the Orange County Attorneys Association for the period of June 30, 2023, through June 25, 2026.

2. Authorize the County Executive Officer or designee to execute the attached 2023-2026 Memorandum of Understanding between the County of Orange and the Orange County Attorneys Association for the period of June 30, 2023, through June 25, 2026.

SUMMARY:
Approval and adoption of the 2023-2026 Memorandum of Understanding between the County of Orange and the Orange County Attorneys Association will ratify the terms and conditions of employment.
BACKGROUND INFORMATION:

The Orange County Attorneys Association (OCAA) represents approximately 566 positions in five different classifications within five County departments (Office of the District Attorney, Office of the Public Defender, Child Support Services, Office of County Counsel, and Office of Independent Review) within the County of Orange.

On February 23, 2023, representatives from the County and OCAA commenced the meet and confer process to negotiate a successor labor agreement to the 2019-2023 Memorandum of Understanding (MOU). Over the next five months, the parties met on multiple occasions and collaboratively arrived at a tentative agreement on July 20, 2023. On July 27, 2023, the membership of OCAA ratified the tentative agreement. Human Resource Services requests your Honorable Board’s approval and adoption of the 2023-2026 Memorandum of Understanding.

This agreement reflects the Board’s desire to maintain a competitive standing among comparable Southern California counties and cities for recruitment and retention purposes.

A summary of the significant deal points in the 2023-2026 MOU includes:

**Term**
Three-year term from June 30, 2023, through June 25, 2026.

**Wages**
- Effective the first day of the first full pay period following Board adoption, the salary schedule will be increased by 4.75 percent.
- Effective June 28, 2024, the salary schedule will be increased by 4.25 percent.
- Effective June 27, 2025, the salary schedule will be increased by 4.00 percent.

**Merit Increases**
Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, Merit increases may be granted for one (1), two (2), or three (3) steps within the salary range based upon the employee's performance. An Overall Standard performance rating shall earn a two (2) step increase. Department Head discretion to award merit increases above Step 9 has been removed.

**Optional Benefit Plan**
Effective January 1, 2024, increase the Optional Benefit Plan (OBP) amount for Attorney Is, IIs, and IIIs from $2,000 to $3,500 each calendar year.

**Educational & Professional Reimbursement Plan**
Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, attorneys in good standing may request reimbursement of up to $2,000 of the maximum Educational and Professional Reimbursement Program allotted amount for law school loan payments made during the course of the fiscal year while employed by the County. Eligible employees must be employed by the County at the time reimbursement is made to receive this benefit.

**Holidays**
Observe Native American Day holiday in lieu of Columbus Day to align observed holidays with the Orange County Superior Court for operational efficiencies.

**Miscellaneous**
The proposed MOU includes all negotiated financial and language changes indicated as red-line changes. Other changes include an agreement to:

- Pay California State Bar and Orange County Bar Association fees by the Department;
- Allow the County Executive Officer to place an attorney up to the top step of a salary schedule upon promotion upon Department Head recommendation;
- Establish a Short-Term Disability Plan working group;
- Establish an Insurance working group to discuss a redesign of the Wellness Credit program;
- Extend grievance deadlines;
- Extend a probationary period when an employee is placed on administrative leave; and
- Limit arbitration to one (1) day for new hire probationary release grievances alleging discrimination.

**FINANCIAL IMPACT:**
The estimated total cost incurred over the term of the MOU is $33.4M, $29.9M of which is Net County Cost (NCC). $5.5M ($4.9M NCC) will occur in FY 2023-24; $11.4M ($10.2M NCC) will occur in FY 2024-25; $16.6M ($14.8 NCC) will occur in FY 2025-26.

**STAFFING IMPACT:**
N/A

**ATTACHMENT(S):**
Attachment A – 2023-2026 OCAA MOU
Attachment B – 2023-2026 OCAA MOU (red line version)
Attachment C – June 20, 2023 Signed Deal Points (Tentative Agreement)
MEMORANDUM OF UNDERSTANDING

2023-2026

COUNTY OF ORANGE

AND

THE ORANGE COUNTY ATTORNEYS ASSOCIATION

FOR THE

ATTORNEY UNIT

This Memorandum of Understanding sets forth the terms and conditions of employment for members of the Attorney Unit represented by the Orange County Attorneys Association for the period beginning June 30, 2023 through June 25, 2026. Unless otherwise indicated herein, all provisions shall become effective upon the date of Board adoption, [anticipated August 8, 2023].
PREAMBLE

Recognition

Pursuant to the provisions of the Employee Relations Resolution of the County of Orange and the Meyers-Milius-Brown Act (Government Code Section 3500 et seq.), the Orange County Attorneys Association, hereinafter referred to as OCAA, is certified as the Recognized Employee Organization for the Attorney Unit. The County hereby recognizes OCAA as the exclusive representative of employees in this unit with respect to wages, hours, and other terms and conditions of employment.
DEFINITIONS

The following terms as used in this Memorandum of Understanding shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

ASSOCIATION shall mean the Orange County Attorneys Association.

BOARD shall mean Board of Supervisors of the County of Orange.

CHIEF HUMAN RESOURCES OFFICER shall mean the Chief Human Resources Officer or his or her designee.

CONTINUOUS SERVICE shall mean employment in a regular position which has not been interrupted by resignation, discharge or retirement. Official Leaves of Absence shall not be credited toward continuous service.

COUNTY shall mean the County of Orange and special districts governed by the Board of Supervisors.

DISABILITY RETIREMENT shall mean a service or non-service connected disability retirement pension under the Orange County Employees Retirement System.

EMERGENCY means an unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, a pressing necessity.

EMPLOYEE shall mean a person employed by the County and covered by the terms of this Memorandum of Understanding, except where the natural construction of this Memorandum of Understanding indicates otherwise.

EXEMPT EMPLOYEE shall mean a regular, limited-term or probationary employee who is designated as Executive, Administrative or Professional per the provisions of the Fair Labor Standards Act.

FULL-TIME EMPLOYEE shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours equal those of a full workweek or work period as described hereinafter.

LIMITED-TERM EMPLOYEE shall mean an employee employed in a limited-term position except where a regular position is converted to a limited-term position, the incumbent shall retain his or her former status. As an exception to this definition, a limited-term employee may also be used to fill a regular position when the incumbent employee is on Official Leave of Absence.

LIMITED-TERM POSITION shall mean a position which the County has determined has no anticipated long-range funding or has uncertain future funding.
OFFICIAL PERSONNEL FILE shall mean the department and/or Personnel Department file of personnel records maintained on each employee.

PART-TIME EMPLOYEE shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours do not equal those required of a full-time employee.

PERSONAL EMERGENCY shall mean an event or circumstance of a serious nature which is beyond an employee’s control and which necessitates the employee’s absence from County duty, including, but not limited to, those events and circumstances which require the employee's prompt attention to avoid possible financial loss to, or damage to the health of, either the employee or a member of his or her household.

PRACTICABLE shall mean feasible; reasonably able to accomplish.

PROBATIONARY EMPLOYEE shall mean an employee who is serving a probation period and is employed in a regular or limited-term position.

PROMOTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step on the new salary range is at least one (1) full step higher than the maximum step of the old salary range.

REASSIGNMENT shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum step on the new salary range is less than one (1) full step higher or lower than the maximum step of the old salary range.

RECRUITING STEP shall be the first step of the salary range allocated to a class unless otherwise authorized by the Board or the Chief Human Resources Officer.

REDUCTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step of the new salary range is at least one (1) full step lower than the maximum step of the old salary range.

REGULAR EMPLOYEE shall mean an employee who is not on probation and is employed in a regular or limited-term position.

REGULAR POSITION shall mean a position established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized by minute order of the Board.

SENIORITY shall mean total continuous full-time equivalent service as a regular employee.

Y-RATE shall mean a pay rate outside of the assigned salary range of a class.
ARTICLE I

WORK PERIOD AND PREMIUM PAY

Section 1. Work Period

A. The official work period for employees in this Unit shall start on a Friday and end on the second Thursday thereafter. Employees are not governed by the customary eighty (80) hour work period and may be expected to work more than eighty (80) hours in a given work period or allowed to work less than eighty (80) hours pursuant to the specific dictates of the assignment. The Department Head shall regulate said work periods based on the needs of the County with due regard to maintaining reasonable and equitable work periods for all employees.

B. In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election provided that such election work does not unduly interfere with the employee’s regular assignment. Election work shall be compensated at the rate authorized for such work.

Section 2. Premium Pay

A. Attorney Special Duty Pay

1. When an employee is assigned Attorney Special Duty by the County, or Department Head, the employee shall be informed of the dates and inclusive hours of such assignment; the employee shall be compensated at the dollar amount that represents one-third (1/3) of his or her current hourly rate for each hour or partial hour worked in such assignment; and such compensation shall be paid in the pay period in which it is earned.

2. Attorney Special Duty requires the employee so assigned: 1) to be ready to respond immediately to calls for service; 2) to be reachable by telephone; 3) to remain within a specified distance from his or her work location; and 4) to refrain from activities which might impair his or her ability to perform assigned duties.

B. Bilingual Pay

1. Qualified employees who meet the following criteria shall receive an additional twenty (20) cents per hour (approximately thirty-five [35] dollars per month) for each hour worked.

   a. An employee must be assigned by departmental management to speak or translate a language in addition to English. This may include such specialized communication skills as sign language.

   b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.
c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer.

2. An employee in a bilingual assignment may request assignment to a position which does not require bilingual certification. The request shall be made in writing to the Department Head, who will consider it according to:

a. department need;

b. availability of a qualified replacement; and

c. availability of another suitable assignment for the requesting employee.
ARTICLE II        PAY PRACTICES

Section 1.      Compensation for Employees

Employees shall receive compensation at the biweekly or hourly rate for the range and step assigned to the class in which they are employed. See Appendix for salary schedule.

Section 2.      Pay for New Employees

A. A new employee shall be paid at the recruiting step of the salary range in effect for the particular class or position in which the new employee is hired except as provided in Sections 2.B., C. and D., below.

B. Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize that a particular position be filled at any step within the range. When the Board authorizes the filling of the position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships.

C. The Agency or Department Head may authorize the appointment of employees at any of the first ten (10) steps of the salary range. Such appointments shall be made only when the Agency or Department Head makes a determination that there is a direct and measurable benefit to the County from such appointments and makes a determination that the applicant’s previous training and experience enables him or her to make a greater contribution than a less experienced employee.

D. Upon recommendation of the Agency or Department Head, the County Executive Officer may authorize the appointment of employees beyond step ten (10) of the salary range when there is a direct and measurable benefit to the County for such appointment.

E. 1. The County may adjust the recruiting step of classes during the term of this Agreement, wherever justified, by recruiting and labor market considerations.

2. If a recruiting step is decreased, incumbents of the class will be unaffected.

3. If a recruiting step is increased for a class, all employees in that class below the new recruiting step shall be advanced to the new recruiting step and a new merit increase date shall be assigned as provided in Section 3.C., below, for new employees.
4. Any regular employee whose salary could be bypassed by a new employee, if that employee was hired the date of the recruiting rate change, shall have his or her merit increase date advanced to the same date provided for such new employee.

Section 3. Merit Increase Within Range

A. Salary increases within a range shall not be automatic. They shall be based upon merit and granted only upon the affirmative recommendation of the Department Head.

B. A new or rehired full-time employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class. The granting of an Official Leave of Absence (other than a Military Leave), or the imposition of a suspension shall cause the merit increase eligibility date to be extended a number of calendar days equal to the Official Leave or suspension. The extended merit increase eligibility date will be effective the first day of the pay period after said date. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of fifty-two (52) week intervals subject to the same postponement for Official Leaves of Absence or suspensions.

C. An employee in a part-time regular or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. A new or rehired employee in a part-time regular or limited-term position will have a merit increase eligibility date which shall be the first day of the pay period following completion of two thousand, eighty (2080) paid hours, exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply towards merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.

D. 1. Merit increases may be granted for one (1), two (2), or three (3) steps within the salary range based upon the employee's performance. An Overall Standard performance rating shall earn a two (2) step increase.
E. If, in the department's judgment, the employee's performance does not warrant a salary increase on the merit increase eligibility date and a deferral of decision accompanied by an intensive effort at improved performance might be productive, the department shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. The employee may be reevaluated at any time, but in any event shall be reevaluated on the structured merit rating prior to the end of the thirteenth pay period. The employee's merit increase eligibility date shall not be changed by such deferral.

F. Should an employee's merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.

Section 4. Salary on Promotion

A. Except as modified by B., below, a regular, limited-term or probationary employee hired on or after July 2, 1976, who is promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be a full two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the new range, except that when a new probationary employee is being promoted from a class with a recruitment step higher than Step 1, the employee's new salary shall be determined by the Chief Human Resources Officer. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class.

B. Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary step no higher than the step which the employee would have achieved if the employee had remained in the class to which he or she is promoted and had demonstrated at least standard performance. The employee's merit increase eligibility date shall be reestablished in order to credit the employee with any time formerly served in the higher class.

C. Upon recommendation of the department head, the County Executive Officer may, based on consideration of such factors as external market data, internal salary relationships, position responsibilities and sound management principles, approve a rate of pay on promotion not to exceed the top of the pay range to which the employee is being promoted.

Section 5. Salary on Reassignment

A. When a regular, limited-term or probationary employee is reassigned to a class with the same recruiting step, such employee's salary and merit
increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

B. When a regular, limited-term or probationary employee is reassigned to a class with a higher recruiting step, such employee's salary shall be advanced the number of steps difference between recruiting steps, and the employee shall retain his or her former merit increase eligibility date, except as provided in E., below. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

C. When a regular or limited-term regular employee is reassigned to a class with a lower recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

D. When a probationary or probationary limited-term employee is reassigned to a class with a lower recruiting step, such employee shall have the same salary, step status, probation status and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

E. When a regular, limited-term or probationary employee is involved in a series of reassignments among classes with the same salary range but different recruiting steps, his or her salary and merit increase eligibility date shall be determined by the Chief Human Resources Officer.

Section 6. Salary on Reduction

A. 1. When a probationary employee, an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's Department Head is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 3.B., above, or the employee's salary and merit increase eligibility date may be determined by the Chief Human Resources Officer.
2. When a promotional probationary employee, an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's Department Head is reduced to a class the employee occupied in good standing, the employee shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

B. When a regular or limited-term regular employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest amount to a two (2) step reduction, or the employee shall receive the maximum step of the salary range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class, unless the employee thereby is placed at the recruiting step of the new salary range, in which case the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.

C. When a regular or limited-term employee in good standing is reduced to a position in a lower class for reasons other than unsatisfactory performance, or when a regular or limited-term employee is voluntarily reduced to a position in a lower class as a form of disability accommodation, the employee shall receive the highest salary in the new salary range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his or her merit increase eligibility date.

D. When a regular, limited term or probationary employee is reduced because the position the employee occupied is reclassified, the applicable salary shall be determined as follows:

1. If the salary of the employee is the same or less than the maximum of the new class, the salary and merit increase eligibility date of the employee shall not change.

2. If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range, the salary of the employee shall be reduced to the maximum salary for the new class.
### Y-RATE SCHEDULE

<table>
<thead>
<tr>
<th>Years of Full-Time Continuous Service</th>
<th>Duration of Y-Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>Two years from the date of reclassification</td>
</tr>
<tr>
<td>5 years but less than 10 years</td>
<td>Three years from the date of reclassification</td>
</tr>
<tr>
<td>10 years but less than 15 years</td>
<td>Four years from the date of reclassification</td>
</tr>
<tr>
<td>15 years but less than 20 years</td>
<td>Five years from the date of reclassification</td>
</tr>
<tr>
<td>20 years but less than 25 years</td>
<td>Six years from the date of reclassification</td>
</tr>
<tr>
<td>25 years or more</td>
<td>Seven years from the date of reclassification</td>
</tr>
</tbody>
</table>

3. When an employee on Y-Rate accepts a voluntary reduction, his or her salary shall be reduced by the amount of the difference between the maximum salary of the class from which the employee is being reduced and the maximum salary of the new class.

### Section 7. Salary on Reclassification

The salary of a regular, limited-term or probationary employee whose position is reclassified shall be determined as follows:

A. If the position is reclassified to a class with the same salary range, the salary and merit increase eligibility date of the employee shall be governed by Article II, Section 5.A., B. or C.

B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article II, Section 4.A.

C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article II, Section 6.D.2.
Section 8. **Salary on Reemployment**

A. A person who is re-employed in the same occupational series in which the person held regular status and was separated in good standing, may upon approval of the Chief Human Resources Officer be appointed at a step higher than the recruiting step, but no higher than the step the person received at the time of separation unless appointment is at an advanced step or rate pursuant to Article II, Section 2.C.

B. A former County employee on paid County retirement may be re-employed for the maximum allowable time, pursuant to Government Code provisions, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

Section 9. **Changes in Salary Allocation**

If a class is reassigned to a different salary range, each employee in the class shall be compensated at the same step in the new salary range as he or she was receiving in the range to which the class was previously assigned.

Section 10. **Additional Compensation**

Notwithstanding anything in this Memorandum of Understanding to the contrary, when, in the judgment of the Board, it becomes necessary or desirable to utilize the services of County employees in capacities other than those for which they are regularly employed, the Board may authorize and, if appropriate, fix an additional rate of compensation for such employees.
ARTICLE III     GENERAL PERSONNEL PROVISIONS

Section 1.  Probation

A.  New Probation

1.  Full-Time Employee

A new or re-employed employee in a regular or limited-term position shall be placed on a new probation period for fifty-two (52) weeks from the date of appointment ending with the first day of the pay period following completion of said period.

2.  Part-time Employees

A new or re-employed employee in a part-time regular or limited-term position shall be placed on a new probation period for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period.

B.  Promotional Probation

1.  Except for circumstances covered by B.2. below, whenever a full or part-time employee is promoted, other than a temporary promotion, the employee shall serve a promotional probation period as follows:

a.  Full-time employees

  1)  Employees promoting into a position as an Attorney II or as an Attorney III shall serve a promotional probation period of fifty-two (52) weeks from the date of promotion ending the first day of the pay period following completion of said period.

  2)  Employees promoting into a position as an Attorney IV or as a Senior Deputy shall serve a promotional probation period of twenty-six (26) weeks from the date of promotion ending with the first day of the pay period following completion of said period.

b.  Part-time employees

  1)  Employees promoting into a position as an Attorney II or as an Attorney III shall serve a promotional probation period of two thousand eighty (2080) paid hours ending with the first day of the pay period following completion of said period.

  2)  Employees promoting into a position as an Attorney IV or as a Senior Deputy shall serve a promotional probation period
of one thousand forty (1040) paid hours ending with the first
day of the pay period following completion of said period.

2. When a regular or regular limited-term employee is promoted as a
result of the employee's position being reclassified to a higher class
and the class from which the employee is promoted is subsequently
deleted or abolished, the incumbent employee shall not serve a
promotional probation period.

3. When an employee who has been on a temporary promotion or a
regular employee who was promoted to a limited-term position at the
direction of the employee's Department Head is reduced to a class
the employee formerly occupied, the employee shall serve the
remainder of any uncompleted probationary period in that class.

C. Failure of Probation

1. New Probation

An employee on new probation may be released at the sole
discretion of the department at any time without right of appeal or
hearing except as provided in C.3., below.

2. Promotional Probation

a. An employee on promotional probation may be failed at any
time without right of appeal or hearing except as provided in
C.3., below, and except that failing an employee on promotional
probation must not be arbitrary, capricious or unreasonable.

b. An employee who fails promotional probation shall receive a
performance evaluation stating the reason for failure of
promotional probation.

c. When an employee fails his or her promotional probation, the
employee shall have the right to return to his or her former class
provided the employee was not in the previous class for the
purpose of training for a promotion to a higher class.

When an employee is returned to his or her former class under
the provisions of this Section, the employee shall serve the
remainder of any uncompleted probationary period in the former
class. A regular employee who accepts promotion to a limited-
term position other than at the direction of the employee's
Department Head shall not have the right to return to his or her
former class.
d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

3. An employee who alleges that his or her probationary release/failure was based on discrimination by the County in violation of Article XVIII, NONDISCRIMINATION, may submit a grievance at Step 2 of the grievance procedure within fourteen (14) days after receipt of notice of failure of probation.

D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or limited-term positions, except as provided in Section 4.D., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand forty (1040) hours shall equal twenty-six (26) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.

2. When a Department Head or his or her representative passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in Sections 1.E, 1.,2. and 3. of this Article, below, and an employee who is permitted by the department to work beyond the end of a probation period shall be deemed to have passed such probation period.

3. An employee who is on probation may not transfer from one (1) department to another in the same class without the approval of the Chief Human Resources Officer.
E. **Extension of Probation Periods**

1. The granting of an Official or Military Leave of Absence shall cause the employee's probation period to be extended by the length of the Official Leave or by the length of the Military Leave in excess of fifteen (15) calendar days. If the employee is on probation, the extended probation period resulting from the Official or Military Leave of Absence shall end with the first day of the pay period after said extended date.

   An employee who is on Administrative Leave with Pay or suspended shall have his or her probation extended by the length of the Administrative Leave with Pay or suspension, with the extended probation period ending with the first day of the pay period after said extended date.

2. The Chief Human Resources Officer shall extend the new or promotional probationary periods of incumbents appointed as a result of a selection procedure which is appealed. Such probationary periods shall be extended no longer than sixty (60) calendar days from the date on which the County receives the Appeals Officer's findings and decision. In the event an employee's probationary period is extended by the provisions of this Section, and such an employee has served a probationary period which is longer than the probationary period normally prescribed for new or promotional probation, such an employee may fail probation during the extended period only upon recommendation of the Appeals Officer and final determination of the Board of Supervisors.

3. Upon the recommendation of the department or the request of the employee with the concurrence of the department, the probation period of an employee may be extended on a one-time basis. Such an extension is at the sole discretion of the Chief Human Resources Officer for a period not to exceed ninety (90) calendar days provided such action is approved by the Chief Human Resources Officer before the normal probation period is completed and provided that management has given the employee timely interim and final evaluations. The final evaluation must indicate specific areas where improvement is needed in order to pass probation. Denial of a request to extend a probation period shall not be subject to appeal or hearing.

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**Section 2. Performance Evaluation**

A. The County shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-term full and part-time employees at least once for every two thousand eighty (2080)
hours of service; and in addition, for employees on probationary status, at least once near the middle of the probation period.

B. The County shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.

C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee.

Section 3. Contents of Personnel File

A. No material will be placed in an employee's official personnel file without being shown to the employee.

B. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.

C. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file in any case where the employee has a grievance related to performance, to a performance evaluation or is contesting his or her suspension or discharge from County service.

D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.

E. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel file, such reply to become a permanent part of such employee's official personnel file.

F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Chief Human Resources Officer and the employee concerned or by an order of an arbitrator, court or impartial hearing officer unless the particular item is otherwise required by law to be kept.

Section 4. Status of Limited-Term Employees

A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article XI, LAYOFF PROCEDURE, which accrue to employees in regular positions.

B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the Department Head shall become a limited-term regular employee.

C. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to
permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of vacation, sick leave and annual leave accrual, retirement and layoff. The requirement that such employees serve a new probation period may be waived by the County. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of vacation, sick leave and annual leave accrual, retirement, layoff and new employee probation.

D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in E., below.

E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the Department Head shall retain their former status and retain their layoff benefits in their former layoff unit. The Department Head shall make such an order in writing prior to the date of transfer or promotion.

Section 5. Temporary Promotion

A. A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class unless the employee requests to be reassigned to his or her former class. In such a case the employee shall be reassigned within five (5) working days.

B. A department may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours but less than one (1) year.

C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee’s former class and shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his or her former class and department. A temporary promotion shall not exceed a period of eighteen (18) months.
Section 6. Reemployment of Employees on Disability Retirement

A. Employees retired for physical disability who are interested in pursuing reemployment with the County will be advised to contact the Orange County Employees Retirement System (OCERS) to determine the impact of reemployment on their disability retirement benefits.

B. Employees retired for physical disability who contacted and received advice from OCERS under subsection A above, who within two (2) years from the date of retirement or date their disability retirement is discontinued, request and qualify for positions in the County service shall be placed on the County Preferred Eligible List with respect to such positions. They will be placed on such list in chronological order of retirement but following the last person on layoff status. They will remain on such list for a period of two (2) years from the date of retirement, or date their disability retirement is discontinued, except that:

1. A person appointed to a regular position in the County service shall be removed from the list.

2. A person who, on two (2) separate occasions, rejects or fails to respond within three (3) calendar days to offers of employment in a class for which he or she is qualified shall be removed from the list.

3. A person who on three (3) separate occasions, declines referral for interviews in a class for which he or she is qualified shall be removed from the list.

Section 7. Reemployment of Regular Employee

A regular employee who leaves County employment and is reemployed within fifteen (15) calendar days shall be deemed to have been on Departmental Leave for such period of time.

Section 8. Requests for Job Sharing

The County will consider Job Sharing requests submitted by employees. The request shall include a comprehensive plan of how the work would be accomplished. Management may modify or terminate job sharing arrangements upon two weeks’ notice to the employee(s). Wherever practicable the department will provide a sixty (60) day notice. Unless it is specifically stated otherwise, Job Sharing employees will receive benefits based on their part time status.

Section 9. Time Off for Selection Procedures

A regular, limited-term or probationary employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations and interviews required by the Chief Human Resources Officer during working hours for the
purpose of determining eligibility for movement to another class in the County service or transfer from one (1) department to another class in the County service or transfer from one (1) department to another.

Section 10. **Transfer Policy for OCAA Officers and Grievance Representatives**

Management shall not, wherever practicable, assign an OCAA officer or Grievance Representative to a different location if:

A. the employee's performance is standard or better; and

B. OCAA objects to such assignment (OCAA shall not object to such assignment change, except for good cause); and

C. there is another employee in the same classification in the department who meets the specific qualifications for the assignment.
ARTICLE IV LEAVE PROVISIONS

Section 1. Sick Leave

A. Accrual of Sick Leave

1. During the first three (3) years of employment, an employee shall earn .0347 hours of Sick Leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately nine [9] days per year).

2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of Sick Leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately twelve [12] days per year).

3. Sick Leave earned shall be added to the employee’s Sick Leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.

4. Employees may only accumulate up to a maximum of 1500 hours of sick leave.

B. Permitted Uses of Sick Leave

Sick Leave may be applied to:

1. An absence necessitated by employee's personal illness, injury or disability due to pregnancy or childbirth.

2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.

3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family, provided that such absence shall be limited to a maximum of three (3) working days for each occurrence. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, grandparent or legal guardian. If the
absence qualifies as Family Leave under applicable federal or state
law, the absence shall be governed by this section or applicable law,
whichever provides the greater benefit to the employee.

5. Absence from duty because the employee’s presence is needed to
attend to the illness of the employee’s child, spouse, parent or
domestic partner, to the extent required by Labor Code section 233.

6. Absence from duty because: (1) the employee’s presence is needed
to attend to the diagnosis, care, or treatment of an existing health
condition of, or preventive care for, an employee or an employee's
family member; or (2) an employee is a victim of domestic violence,
sexual assault, or stalking and the employee uses the leave time for
the purposes described in Labor Code sections 230(c) and 230.1(a).
Use of this leave is limited to 24 hours or three (3) working days
(whichever is longer) per year. For purposes of this Section “family
member” means child, parent, spouse, registered domestic partner,
grandparent, grandchild, or sibling as those terms are defined by
Labor Code section 245.5(c).

The first three days or 24 hours, whichever is greater, of paid sick
leave taken each 12-month period will be considered sick leave used
pursuant to the Healthy Workplaces, Healthy Families Act of 2014
(California Labor Code sections 245-249). The 12-month period is
July 1 through June 30 for employees hired prior to July 1, 2015. For
employees hired on or after July 1, 2015, the 12-month period is the
12-month period beginning on the employee’s hire date.

7. Illness while on paid vacation will be charged to Sick Leave rather
than vacation only under the following conditions:

   a. The illness or injury of the employee was of a nature that would
      preclude the effective use of vacation and would prevent the
      employee from performing his or her normal duties.

   b. The employee must notify his or her supervisor within four (4)
      calendar days of the beginning of the illness or prior to the end
      of his or her vacation leave, whichever is sooner, to request that
      his or her illness on vacation be charged to Sick Leave.

   c. The department shall be under no obligation to extend the
      vacation beyond the original scheduled vacation ending date.

   d. Upon the employee’s return to work, the employee must furnish
      the department with a certificate signed by a licensed physician
      or registered nurse stating the nature of the medical condition
      and the period of disablement.

8. Absence from duty because of personal business not to exceed forty
(40) working hours during the fiscal year.
9. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

10. Up to eight (8) hours of sick leave per fiscal year may be donated as a part of the County's Catastrophic Leave Donation plan.

11. If an employee is a parent, legal guardian, or grandparent who has custody of a child enrolled in a California public or private school, kindergarten through grade twelve (12), or in a licensed child day care facility, the employee may use up to ten (10) hours per fiscal year, to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or childcare facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child's school related disciplinary issue. Time off requests to attend such events are non-discretionary, but shall be requested in advance to the extent possible.

C. Prohibited Uses of Sick Leave

Sick Leave shall not be applied to:

1. Absence caused by illness or injury to a member of the employee's family except as provided in B.4., B.5 or B.6., above.

2. Absences which occur on a County holiday.

D. General Provisions

1. In any use of Sick Leave, an employee's account shall be charged to the nearest quarter hour.

2. Except as limited by law, an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of medical condition or medical or dental office calls when the department has notified the employee in advance of such a requirement, or when the employee has been under the care of a physician.

Section 2. Bereavement Leave

Bereavement leave is paid leave which is available to an employee related to the death of a member of the employee's immediate family as defined below.

A. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, child, step-child, grandparent, grandchild or person with whom the employee has/had a legal guardian relationship.
B. Upon request, regular, limited-term or probationary employees who are in full-time paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts for each death, and employees who are in part-time paid status shall receive time off with pay, not to exceed the number of hours scheduled in a part-time employee’s normal workweek for each death.

C. Generally, time off shall be taken in whole day increments and may be taken nonconsecutively. If requested, partial day absences may be approved if operationally feasible. Use of this leave must be completed within six (6) months of the loss. In the event there are circumstances necessitating use of bereavement leave beyond six (6) months but no more than twelve (12) months, prior written approval must be received from the supervisor within six (6) months of the loss.

An employee may request additional time off for bereavement. Additional time off shall be charged to the employee's accrued balances and must meet eligibility requirements and conditions set forth in Article IV - Section 1, Article V, or Article VI.

Section 3. Authorized Leave Without Pay

A. Departmental Leave

A regular, limited-term or probationary employee may request a Departmental Leave Without Pay for a period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the department except in cases where Official Leave has been authorized pursuant to Sections 11, 12 and 14, below. The Department Head may require that all accumulated compensatory time be used prior to granting of Departmental Leave. The use of earned vacation or Annual Leave prior to the obtaining of Departmental Leave shall be at the option of the employee.

B. Official Leave

1. Upon request, a regular, limited-term or probationary employee may be granted an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year except as provided in subsection 2., below. Such Leave may be authorized only after an employee's completion of a Departmental Leave provided that granting of a Departmental Leave shall not be a prerequisite to a request for Official Leave. The department may require that all or a portion of compensatory time, vacation time and not more than 192 hours of annual leave be used prior to granting such leave. Use of annual leave beyond 192 hours shall be at the discretion of the employee, subject to the Annual Leave Plan provisions.

2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the department except that requests for
Official Leave which qualify as Family Leave pursuant to applicable law shall be granted to the extent required by such law. If the department denies the extension of such Leave, the provisions of subsection 5 below, shall not apply.

3. An employee who is eligible for and requests Family Leave pursuant to Article IV, Section 14 below and applicable law, shall be granted official leave to the extent required by such law. Such leave shall be authorized only after use of leave balances as specified below:

   a. When Official Leave involves the employee’s own serious health condition – after all accumulated compensatory time, vacation accruals, sick leave or annual leave have been used.

   b. When Official Leave is used for all other reasons – after all accumulated compensatory time and vacation accruals or not more than 192 hours of annual leave have been applied toward the absence.

The use of annual leave beyond 192 hours shall be at the discretion of the employee, subject to the Annual Leave provisions.

4. An employee shall give notice two (2) weeks prior to the date he or she wants to return to work, except that an employee returning from Family Leave shall give the lesser of two (2) weeks’ notice or the maximum notice allowable under applicable law. If an employee does not give two (2) weeks’ notice prior to the date he or she wants to return to work, the Department shall not be required to return the employee to work until the employee gives such notice; however, the Department may waive the notice or reduce the notice period at its discretion.

5. Except as to leaves which must be granted pursuant to Sections 11, 12 and 14 of this Article, the department shall indicate on the request its decision as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Chief Human Resources Officer. He or she shall deliver a copy to the employee. If the Department Head does not approve a request for Official Leave, the employee may, within fifteen (15) calendar days of this action, file a request for review with the Chief Human Resources Officer. The Chief Human Resources Officer shall review the request and make a decision within seven (7) calendar days. The decision of the Chief Human Resources Officer shall be final.

6. An Official Leave shall not be deemed a break in County service, but such Leave shall not be credited toward continuous service.

C. General Provisions
1. A request for a Leave of Absence shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, and the probable date of return.

2. A request for Leave of Absence Without Pay shall normally be initiated by the employee, but may be initiated by the employee's department only where the employee is unable to initiate such action, except in cases where the provisions of Section 11.A. below apply.

Section 4. Official Leave for Nonoccupational Disability

A. A regular, limited-term or probationary employee shall be granted upon request an Official Leave of Absence Without Pay for up to six (6) months for a nonoccupational disability including disabilities related to pregnancy and childbirth provided that the employee meets the following conditions:

1. A medical statement indicating that the employee is unable to perform the duties of their job, the expected date of return and period of disability shall be submitted with the Leave request.

2. a. Except as set forth in subsection “b” below, such Leave shall begin after all accrued compensatory time, vacation time and 192 hours of annual leave for full-time employees and 96 hours of annual leave for part-time employees have been applied toward the absence. The use of annual leave beyond 192 hours (or 96 hours for part-time employees) shall be at the discretion of the employee, subject to the Annual Leave provisions.

b. For pregnant employees the leave will begin after all accrued compensatory time, vacation time and 50 hours of annual leave for full-time employees and 25 hours of annual leave for part-time employees have been applied toward the absence. The use of annual leave beyond 50 hours (or 25 hours for part-time employees) shall be at the discretion of the employee, subject to the Annual Leave provisions. Once all annual leave has been exhausted, the 50/25 hour requirement will apply to the use of accrued vacation time.

3. The employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours or more. (This provision does not apply to pregnancy disability leave.)

4. For employees who are disabled because of pregnancy, as defined by state law, the County will maintain and pay for an eligible employee’s coverage under the County’s group health plan for the duration of the leave, not to exceed four (4) months over the course of a 12-month period, at the level and under the conditions that
coverage would have been provided if the employee had continued in employment continuously for the duration of the leave.

B. If additional Leave is desired, the employee may request additional Leave in accordance with Official Leave, Section 3.B., above.

C. Unless otherwise required by law, an employee shall not be entitled to more than one (1) such Leave pursuant to this Section per twelve (12) month period; provided, however, that if the absence also qualifies for Family Leave pursuant to Article IV, Section 14, or applicable law, the absence shall be granted to the extent required by applicable law.

Section 5. **Attorney Leave With Pay Bank**

When an Attorney III, Attorney IV, or Senior Deputy is required to work hours substantially above the norm for an extended period of time, the employee becomes eligible to request leave with pay from the Attorney Leave With Pay Bank.

A. **Eligibility**

1. Regular or limited-term Attorney IV's or Senior Deputies.

2. Regular or limited-term Attorney III's who are not on probationary status.

3. The work hour requirements are met.

B. **Allocations**

1. Effective June 27, 2003, departmental allocations to the Attorney Leave With Pay Bank will be twenty-four (24) hours per Attorney III, Attorney IV or Senior Deputy.

2. At the conclusion of the allocation period, the unused portion of the allocated hours, if any, will be deleted.

C. **Procedures**

1. Employees may submit requests for eligibility for the Attorney Leave With Pay Bank.

2. The department will determine eligibility based on the criteria stated in this Section.

3. Eligible employees may request up to twenty-four (24) hours leave with pay once per fiscal year in a manner prescribed by the department.
4. Leave with pay requests for eligible employees shall be scheduled by the department; however, consideration shall be given to effectuating the wishes of those employees requesting specific Attorney Leave With Pay periods.

5. Grievances regarding Article IV, Section 5 are not referable beyond Step 1 of the grievance procedure.

Section 6. Absences Caused by Medical Conditions

An employee who is absent from work for a period of more than fourteen (14) consecutive calendar days due to illness, injury or pregnancy shall not be permitted to resume work until and unless the employee obtains a medical clearance from a physician designated by the County.

Section 7. Jury Duty Leave

A regular, limited-term or probationary employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty which occur during the employee's regularly scheduled working hours provided the employee deposits the employee's fees for such hours of jury duty, exclusive of mileage, with the County Treasurer. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury duty. Such requests shall be granted if practicable.

Section 8. Witness Leave

A regular, limited-term or probationary employee who is called to answer a subpoena as a witness for court appearances, during the employee's work hours, except where the employee is a litigant, shall be compensated at his or her regular rate of pay for all hours of absence from work due to answering the subpoena provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the County Treasurer. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

Section 9. Leave for Union Business and Officer Leave

A. Leave Without Pay - The County shall allow a regular, limited-term or probationary employee up to five (5) working days absence without pay during each payroll year for the term of this Agreement to perform official union business, provided that:

1. OCAA shall make such a request to the employee's Department Head at least ten (10) days in advance.
2. OCAA shall not request that such Leave be effective for more than three (3) employees on any workday.

3. The services of such an employee are not immediately required by the County, and other competent employees are available to do the employee's usual work.

B. Officer Leave With Pay - The County agrees to grant, if requested by OCAA, Officer Leave with pay and without loss of any benefits, except as provided below, to a designated officer ("Officer") of OCAA during the term of this Memorandum of Understanding provided that:

1. The Officer Leave shall be for a minimum of eight (8) hours.

2. The Officer Leave is requested not less than five (5) calendar days in advance. Said notice may be waived by mutual agreement.

3. OCAA promptly reimburses the County for all OCAA Officer salary expenses incurred during the Officer Leave.

4. OCAA promptly reimburses the County for all benefit expenses incurred during the Officer Leave of Absence.

5. The employee shall continue to conform to the department rules and regulations that are not inconsistent with Officer Leave.

6. Vacation and sick leave accrual rates will apply to the employee as though he or she were on duty status.

7. The merit increase eligibility date, if applicable, shall be extended a number of calendar days equal to the Officer Leave. This extended merit increase eligibility date will be effective the first day of the pay period after the expiration of the extended period.

8. The probation period, if applicable, shall be extended by the length of the Officer Leave. The extended probation period shall end on the first day of the pay period following the expiration of the extension period.

9. Layoff points shall not be affected by Officer Leave.

10. Not more than one (1) employee shall be eligible for Officer Leave at any one (1) time; provided that Officer Leave hereunder shall be considered to be in addition, and as a supplement, to both (1) the "official time" to negotiate with the county provided by Section 15 of the Employee Relations Resolution; and (2) the 5-working days for leave for Union business in Article IV, Section 9.A.

Section 10. Absence Without Authorization
A. Absence without authorization for three (3) consecutive working days shall be considered an automatic resignation.

B. If an employee does not have authorization to be absent from work, such employee may request authorization from the Department Head prior to the expiration of the time limit specified in A., above.

C. When an employee has been absent without authorization and the County plans to invoke the provisions of 10.A., above, at least (10) calendar days prior to accepting and entering an automatic resignation, the County shall send written notice to the employee's last known address by certified mail with return receipt requested, and shall deposit such notice in the United States mail with postage fully prepaid. Notice is complete upon mailing. Such written notice shall contain:

1. a statement of the County's intention to accept and enter the employee's automatic resignation and its effective date;

2. a statement of the reasons for considering the employee to have automatically resigned;

3. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;

4. a statement of the employee's right to representation;

5. a copy of the automatic resignation provisions which apply to the employee;

6. a statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the employee has waived any right to appeal the automatic resignation.

D. An automatic resignation shall not be accepted and entered if the employee 1) responds to the notice before the effective date, 2) provides an explanation satisfactory to the department as to the cause of the unauthorized absence and reasons for failing to obtain an authorized leave, and submits any pertinent documentation to substantiate such reasons, and 3) is found by the department to be ready, able and willing to resume the full duties of his or her position.

E. An employee who is permitted to continue his or her employment pursuant to C. and/or D., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the Department determines it is appropriate to use sick leave, compensatory time, vacation, annual leave or other paid leave to cover the absence.
F. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.

G. Automatic resignation shall not be considered a discharge under the provisions of Article IX, DISCIPLINARY ACTION.

Section 11. Parenthood Leave

A. A regular, limited-term or probationary employee shall be granted, upon request, a Parenthood Leave Without Pay of up to six (6) months in connection with the birth or placement for legal adoption of a child provided the employee meets the following conditions:

1. The requested Leave is commenced within six (6) months before or after the date of birth or placement for legal adoption of the child.

2. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.

3. Such employee has completed new probation.

4. All accrued compensatory time, vacation time and 192 hours of annual leave for full-time employees and 96 hours for part-time employees has been applied toward the absence. The use of annual leave beyond 192 hours (or 96 hours for part-time employees) shall be at the discretion of the employee, subject to the annual leave provisions.

B. Employees shall not be eligible for more than one (1) such Leave within any twelve (12) month period. If the absence also qualifies for Family Leave pursuant to Article IV, Section 14, and/or Pregnancy Disability Leave under California law, the absence shall be governed by this Section, or applicable law, whichever provides the greater benefit to the employee, unless otherwise required by law.

C. Sick Leave or Annual Leave may be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article provided the employee has furnished the department with a certificate signed by a licensed physician stating the employee is unable to perform the duties of their job, the expected date of return and period of disability.

D. Pregnant employees may also apply for a Nonoccupational Disability Leave for the term of disability as provided in Section 4. of this Article.

E. Parenthood Leave shall not be credited toward continuous service.

F. For employees on Parenthood Leave, merit increase dates, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.
Section 12. Workers' Compensation Leave

A. When an injury is determined to be job-related in accordance with Article XII, a regular, limited-term or probationary employee shall be placed on Workers’ Compensation Leave. If such determination cannot readily be made, and all sick leave or 192 hours of annual leave has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.

B. Workers’ Compensation Leave shall continue until the employee:

1. is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers’ Compensation Appeals Board; or

2. is determined to be physically able to return to work with medical restrictions which the County can accept, and such determination, if disputed, is confirmed by Workers’ Compensation Appeals Board; or

3. accepts employment outside the County; or

4. accepts employment in another County position; or

5. has been found to be permanent and stationary and is not rehabilitated as provided by law; or

6. is retired pursuant to Government Code provisions.

C. If practicable, an employee on Workers' Compensation Leave will give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks’ notice prior to the date he or she wants to return to work, the department shall not be required to return the employee to work until such notice is given; however, the department may waive the notice or reduce the notice period at its discretion.

Section 13. Leave for Attendance at Professional Conferences

A. A regular, limited-term or probationary employee shall receive, upon request, three (3) days (24 hours) Leave with pay each fiscal year for attendance at professional conferences subject to the following conditions:

1. A request is made in advance in the manner prescribed by the department.

2. The conference is job related.

3. Costs connected with the conference attendance, including registration, meals, transportation and/or lodging, if any, are not provided under this Section.
4. The employee's performance is standard or above.

B. Attendance at conferences by members of this Unit shall be scheduled throughout the fiscal year to avoid concentration of absences at the same time in the department or in the assigned unit.

C. Multiple requests to attend the same conference or conferences scheduled at the same time will be considered based upon availability of adequate coverage in the Unit, past record of conference attendance and applicability of the conference to the specific work assignment.

D. Requests may be made for more than three (3) days leave for attendance at a professional conference in any one (1) year under this provision; however, approval shall be at the sole discretion of the department.

E. Attendance at conferences out of the general area will require approval under the County Travel Request procedure. Travel Requests which do not seek County payment of any costs connected with conference attendance other than paid leave will be recommended for approval by the department provided the conditions of Section 13 are satisfied.

F. Out-of-state travel time is not applicable to leave for attendance at professional conferences.

Section 14. Family Leave

A. General Provisions

1. Family Leave shall be granted to the extent required by law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the California Family Rights Act (CFRA). Unless otherwise provided by this Section, “family leave” under this Agreement shall mean leave pursuant to the FMLA and CFRA.

2. Family Leave may be used in the following situations:

   a. An employee’s serious health condition which makes the employee unable to perform the functions of his/her job, except for leave taken for disability due to pregnancy, childbirth or related medical conditions;

   b. The birth of a child, and in order to care for the newborn child within one year of birth;

   c. Placement of a child for adoption or foster care within one year of the placement;
d. An employee’s presence is needed to attend to a serious health condition of the employee's child, spouse, registered domestic partner, parent or child of an employee standing in loco parentis (those with day-to-day responsibilities to care for and financially support a child).

e. Leave for a qualifying exigency arising out of the fact that the employee’s spouse, registered domestic partner, child or parent is on covered active duty or called to active-duty status in the Armed Forces.

f. Leave to care for a spouse, registered domestic partner, child, parent, or “next of kin” who is a covered servicemember of the Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces.

3. The County and OCAA agree that certain other types of leave available to employees under this Agreement may meet the requirements of Family Leave pursuant to applicable law. The County may apply any time during which an employee is on such leave against the amount of Family Leave to which the employee is entitled.

4. Eligibility for Family Leave will be determined according to the requirements of applicable law.

5. Family Leave shall not exceed twelve (12) work weeks for situations covered by subsection A(2)(a) – (d) above or twenty-six (26) weeks to care for a covered service member (subsection A(2)(e) and (f) above) during any calendar year. Where Family Leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

6. Leave taken under the FMLA for disability due to pregnancy shall run concurrently with leave taken under the California Pregnancy Disability Act. A family member may also be entitled to an additional twelve (12) weeks of bonding time under the CFRA.

7. When a request for Family Leave is approved, the Department shall determine whether sick leave, vacation, compensatory time and/or annual leave is to be applied. Such determination shall be consistent with other leave provisions of this Agreement. Regardless of the determination, an eligible employee may choose to substitute sick leave, vacation, annual leave or compensatory time for unpaid Family Leave. Paid leave will run concurrently with unpaid Family Leave when taken for an FMLA/CFRA qualifying event.
B. **Notification Requirements**

1. Employees shall provide at least 30 days verbal notice sufficient to make the department aware that the employee needs Family Leave for reasons qualifying for Family Leave under this agreement or applicable law, and the anticipated timing and duration of the leave. Where 30 days advance notice is not practicable, notice must be given as soon as practicable.

2. The department will promptly (within two business days absent extenuating circumstances) notify an employee if leave is to be counted as Family Leave. Family Leave may not be retroactively designated by the department as Family Leave or CFRA leave except as provided by law.

C. **Verification**

1. As a condition to the approval of Family Leave, an employee may be required to furnish certification from the health care provider which states: (1) the date on which the condition commenced; (2) the probable duration of the condition; (3) an estimate of time that the employee needs to be off; (4) that the employee cannot perform his or her duties because of the employee’s own serious health condition or that care is needed when the leave is for an eligible family member pursuant to applicable law.

2. Employees who request leave to care for a covered servicemember who is a child, spouse, parent, registered domestic partner, or “next of kin” of the employee must provide written certification from a health care provider regarding the injured service member’s injury or illness.

3. The first time an employee requests leave because of a qualifying exigency, the employee is required to provide the County with a copy of the covered military member’s active-duty orders or other documentation issued by the military which indicates that the covered military member is on active or called to active duty in a foreign county with the dates of active-duty services. New active-duty orders or similar documentation shall be provided to the County if the need for qualifying exigency leave arises out of a different active or call to active-duty status of the same or a different covered military member.

4. Failure to provide satisfactory verification of the necessity for Family Leave is grounds for denial of the Family Leave.
ARTICLE V  VACATION

Section 1.  Vacation Accrual

A.  During the first three (3) years of employment, an employee in a full-time regular or limited-term position shall earn 0.0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately three [3] weeks per year). Part-time employees will earn vacation on a prorated basis.

B.  Commencing with the pay period following that in which a full-time employee completes three (3) years of continuous County service (6,240 hours), a full-time employee in a regular or limited-term position shall earn 0.077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately four [4] weeks per year). Commencing with the pay period in which a part-time employee completes 6,240 hours of continuous County service, a part-time employee in a regular or limited term position shall earn 0.077 hours of vacation for each hour of pay during his or her regularly scheduled workweek.

C.  Commencing with the pay period following that in which the employee completes ten (10) years of continuous full-time or part-time County service, an employee in a regular or limited-term position shall earn 0.0962 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately five [5] weeks per year). Commencing with the pay period in which a part-time employee completes 20,800 hours of continuous County service, a part-time employee in a regular or limited term position shall earn 0.0962 hours of vacation for each hour of pay during his or her regularly scheduled workweek.

D.  The maximum allowable vacation credit an employee may accrue at any one (1) time for a full-time employee shall be four hundred eighty (480) hours and a prorated amount equal to twelve (12) weeks of vacation for part-time employees. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee’s vacation credit drops below the maximum allowed.

Section 2.  General Provisions

A.  Not more than eighty (80) hours of paid time may be credited toward accumulation of vacation credit in any pay period.

B.  As soon as practicable following adoption of the MOU by the Board of Supervisors, employees with annual leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of eighty (80) hours of vacation during the fiscal year for approved time off.
C. An Official Leave of Absence shall cause the aforementioned ten (10) years (Article V, Section 1.C. and D.) of full-time County service to be postponed a number of calendar days equal to the Official Leave.

D. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required (10) years (Article V, Section 1.C. and D.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.

E. Additional vacation earned during the period of vacation may be taken consecutively.

F. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.

G. Vacation shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

H. No scheduled vacation will be cancelled except in cases of emergency.

I. Illness while on paid vacation will be charged to Sick Leave rather than vacation only under the conditions specified in Article IV, Section 1.B.5.

J. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Election Board Officer or Election Night Help.

K. An employee separating from County service for reasons other than paid County retirement shall be paid for all accrued vacation in a lump sum payment. An employee who is separating from County service by way of paid County retirement may elect either to take time off for his or her vacation or to be paid for his or her vacation in a lump sum payment.

L. Except as set forth below, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of sixty (60) hours each or one (1) increment of one hundred and twenty (120) hours.

   1. Except as set forth in subsection 2 below, an employee may not cash-out vacation time if he/she has at the time of the request a balance of accrued unused annual leave.

   2. An employee with an annual leave balance may cash-out vacation time under the following limited circumstances:

      a. The employee’s accrued vacation bank is such that s/he will reach the applicable cap (as set forth in Section 1.D above)
some time during the fiscal year (e.g., a full-time employee with 10+ years of service has at least 281 hours of accrued vacation) unless the employee is able to cash-out vacation time.

b. (If subsection “a” is satisfied) the employee may cash out vacation time or a combination of annual leave and vacation time twice during the fiscal year up to an aggregate of 120 hours.

c. Notwithstanding subsection 2.b. above, an employee with less than 120 hours of accrued annual leave, may cash-out their remaining annual leave balance and accrued vacation time necessary to reach the combined annual cash-out cap of 120 hours, irrespective of an employee reaching their maximum vacation accrual cap during the same fiscal year.
ARTICLE VI  \hspace{0.5cm} ANNUAL LEAVE PLAN PROVISIONS

These Annual Leave provisions apply only to regular and limited term employees hired on or after July 15, 1977, and before the implementation date of the 2015-2019 Agreement.

As discussed more fully in Section 5 of this Article, effective upon implementation of the 2015-2019 MOU, employees no longer accrue annual leave. Instead, employees accrue sick leave and vacation time pursuant to Article IV, Section 1 and Article V.

Section 1.  Use of Annual Leave for Illness or Injury

A. Annual Leave may be applied to:

1. An absence necessitated by the employee's personal illness, injury or disability due to pregnancy or childbirth.

2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.

3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family, provided that such absence shall be limited to a maximum of three (3) working days for each occurrence. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, registered domestic partner, child, grandparent or legal ward. If the absence qualifies as Family Leave under applicable federal or state law, the absence shall be governed by this section or applicable law whichever provides the greater benefit to the employee.

5. Absence from duty because the employee’s presence is needed to attend to the illness of the employee’s child, spouse, parent or domestic partner, to the extent required by Labor Code section 233.

6. Absence from duty because: (1) the employee’s presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to three (3) working days per year. For purposes of this Section “family member” means child, parent,
spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).

7. Absence from duty because of personal business not to exceed forty (40) annual leave hours during the fiscal year.

8. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

B. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

C. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 2. Use of Annual Leave for Vacation

A. Calendared annual leave, including vacations, shall be scheduled for employees by the department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

B. No scheduled annual leave will be cancelled by the department except in cases of emergency.

C. No employee shall be required to return to work for the County in any capacity during the time of his or her paid annual leave from the County service, except in cases of emergency.

D. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Deputy Sheriff-Emergency Service, Election Board Officer or Election Night Help.

Section 3. General Provisions

A. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.

B. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for
funding said increase. Increased costs shall not be automatically assumed by the County.

Section 4. **Payoff of Unused Annual Leave**

A. During each fiscal year, an employee with Annual Leave balances may cash out Annual Leave as follows:

1. An employee who has less than 750 hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out 60 hours of Annual Leave; an additional 60 hours may be requested, with its payout at the discretion of the Department Head.

2. An employee who has 750 or more hours of Annual Leave as of the implementation date of this MOU, shall be allowed to cash out up to 120 hours of Annual Leave upon his/her request until such time as his/her accumulation is less than 750 hours, at which point cash-out procedures will be governed by Section 4.A.1, above.

B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below. The maximum hours of accrued annual leave balances that have cash value depends upon years of County service as noted below. The following formula is used to calculate the payoff:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Maximum Payoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 4 years</td>
<td>160 hours maximum paid at 100%</td>
</tr>
<tr>
<td>4 but less than 10</td>
<td>320 hours maximum paid at 100%</td>
</tr>
<tr>
<td>10 but less than 15</td>
<td>480 hours paid at 100%; remaining balance (up to a maximum of 1200 hours less the maximum hours paid at 100%) obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 10 years of service equals 20% cash value for remaining balance up to 1200 hours</td>
</tr>
<tr>
<td>15 or more</td>
<td>480 hours paid at 100%; remaining balance (up to a maximum of 1600 hours less the maximum hours paid at 100%) obtains cash value of 2% for each year of service, to a maximum of 50%; 25 or more years of service equals 50% of the remaining balance up to 1600 hours</td>
</tr>
</tbody>
</table>
Notwithstanding the above, no employee may receive a payoff paid at 100% that exceeds 480 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Section 1.D; remaining hours, up to the accrual limits specified in Article V, Section 1.D, will be paid from the annual leave accrual. (Accrued vacation that is taken as time-off for purposes of retirement (See Article V, Section 2.K), will be considered as a payoff for purposes of this provision.) Employees with 10 or more years of service will be eligible to receive pro-rated pay-outs at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1200 or 1600 hours depending on the years of service (i.e., at least 10 but less than 15 years or 15+ years). For example, an employee with 18 years of service has 320 hours of accrued vacation and 580 hours of accrued annual leave at the time of separation of service. The employee would be entitled to 480 hours of full pay (320 hours of vacation and 160 hours of annual leave) plus 420 hours of pay (580 – 160) at 36% (18 years x 2%).

In addition, any annual leave taken as time off during the final two (2) pay periods of employment with the County will be deducted from the annual leave payoff provisions set forth above. This provision shall not apply to the use of family leave, pregnancy leave, workers compensation leave, or other statutorily protected leave during the final two (2) pay periods of employment.

C. Years of service as used herein shall be the equivalent of full-time continuous service in a regular position.

D. An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment under the following conditions:

1. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100% (i.e., 160 hours for employees with less than four (4) years of service, 320 hours for employees with at least four (4) years of service but less than ten (10) years of service, 480 hours for employees with at least ten (10) years of service). If the employee does not take time off or the amount of leave taken as time off does not exceed the amount of hours the employee is eligible to be paid at 100%, the remaining balance (up to the allowed maximum less the maximum hours taken as time off), shall be paid in accordance with the payoff provisions set forth in Section 4.B of this Article.

2. Notwithstanding the above, any annual leave taken as time off during the final three (3) pay periods of employment with the County will be deducted from the annual leave payoff provisions set forth above. This provision shall not apply to the use of family leave, pregnancy leave, workers compensation leave, or other
statutorily protected leave during the final three (3) pay periods of employment.

Section 5. **Cessation of Annual Leave, Transition Time Period to Use Annual Leave**

A. Effective upon implementation of the 2015-2019 MOU, employees no longer accrue annual leave. Instead, employees accrue sick leave and vacation time pursuant to Article IV, Section 1 and Article V.

B. Annual leave that has been accumulated prior to the implementation of the 2015-2019 MOU may be retained, provided however, that an employee who needs to use sick leave or vacation must first use accrued annual leave to its depletion prior to use of sick leave or vacation.
ARTICLE VII  

HOLIDAYS

Section 1.  Holidays Observed

A.  County employees shall observe the following holidays:

2023:  Independence Day, July 4  
       Labor Day, September 4  
       Native American Day, September 22  
       Veteran’s Day, November 11  
       Thanksgiving Day, November 23  
       Day after Thanksgiving, November 24  
       Christmas Day, December 25

2024:  New Year’s Day, January 1  
       Martin Luther King, Jr's Birthday, January 15  
       Lincoln's Birthday, February 12  
       Washington’s Birthday, February 19 Memorial Day, May 27  
       Independence Day, July 4  
       Labor Day, September 2  
       Native American Day, September 27  
       Veteran’s Day, November 11  
       Thanksgiving Day, November 28  
       Day after Thanksgiving, November 29  
       Christmas Day, December 25

2025:  New Year’s Day, January 1  
       Martin Luther King, Jr.’s Birthday, January 20  
       Lincoln’s Birthday, February 12  
       Washington’s Birthday, February 17  
       Memorial Day, May 26  
       Independence Day, July 4  
       Labor Day, September 1  
       Native American Day, September 26  
       Veteran’s Day, November 11  
       Thanksgiving Day, November 27  
       Day after Thanksgiving, November 28  
       Christmas Day, December 25

2026:  New Year’s Day, January 1  
       Martin Luther King, Jr’s Birthday, January 19  
       Lincoln's Birthday, February 12  
       Washington’s Birthday, February 16  
       Memorial Day, May 25

B.  If a holiday falls on a Saturday but is observed on the preceding Friday by the Municipal and/or Superior Courts, employees who have been designated by the County as being necessary to the operation of said
courts may be allowed to observe the Court observed Friday holiday in lieu of the Saturday holiday provided such employees are given notice of their work schedule change not less than thirty (30) calendar days prior to the holiday.

C. When a holiday falls on a Sunday, the next day shall be observed as the holiday.

D. When a holiday falls on a Saturday, the Friday immediately preceding each day shall be observed as the holiday.

E. In the event that another bargaining unit adds holidays, such changes will be applicable to OCAA. In the event another bargaining unit exchanges a holiday observed for a new date or holiday, the parties agree to meet and confer regarding such a change being applicable to OCAA.

Section 2. Eligibility for Holiday Pay

A. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay. With County approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.

B. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.

C. An employee who elects paid County retirement on a holiday shall be paid for the holiday.

D. An employee who is terminating employment for reasons other than paid County retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.

E. Only regular, limited-term and probationary employees shall be eligible for holiday pay.

Section 3. Holiday Pay

A. On each of the holidays designated above, each full-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work. A part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work.

B. Compensation for Holidays Falling on Scheduled Days Off
1. When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.

2. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.

C. Compensation for Work on Holidays

1. An employee who is required to work on Native American Day, Veteran's Day, Day after Thanksgiving, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked.

2. An employee who is required to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day or Thanksgiving Day shall receive pay computed at one and one-half (1 1/2) times the employee's basic hourly rate for the number of hours actually worked.

3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to pay as provided in C.1. or 2. of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.

D. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation balance.

E. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this Agreement shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.

F. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the County. Consideration shall be given to effectuating the wishes of employees. Employees with existing compensatory time balances of sixty (60) hours shall be paid for all compensatory time in excess of that amount.
ARTICLE VIII REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

A. Subject to the current Vehicle Rules and Regulations established by the Board, an employee who is authorized to use a private automobile in the performance of duties shall be paid the Internal Revenue Service standard mileage rate for business use of a car for each mile driven during each monthly period.

Section 2. Personal Property Reimbursement

Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. Reimbursement for a watch shall be limited to the functional value of the watch.

Section 3. Bar Fees

The County shall pay for employees’ annual basic membership fees for the State Bar of California and the Orange County Bar Association provided such employees are on the payroll on January 1st of each calendar year.

Employees who convert to regular attorney positions during the calendar year are eligible for bar fee payment or reimbursement for that calendar year.

Section 4. Attorney Optional Benefit Plan

A. Eligibility: A full-time regular, probationary or limited-term attorney is eligible to receive the Attorney Optional Benefit provided he or she is continuously employed in a full-time capacity in a designated class in the Attorney Unit. Attorneys working in a job-sharing or part-time assignment whose normal workweek consists of twenty (20) hours or more will be eligible to receive fifty (50) percent of the Attorney Optional Benefit amount available to full-time employees.

Attorneys hired or promoted into the Attorney Unit after the commencement of a plan year will be eligible for the Optional Benefit on a pro-rata basis the first day of the month following the twenty-eighth (28th) day of employment in an eligible classification.

An employee on an unpaid leave of absence during the annual Open Enrollment will be provided the opportunity to make his/her elections for the upcoming plan year. However, if the employee has not returned to work in an eligible status on January 1st of the new plan year, his/her elections will be suspended until he/she returns to work. Upon return to work, elections and benefits will be reinstated on a prorated basis, effective the first day of the month following the return to work in an eligible classification.
B. Each eligible full-time employee shall be entitled to select benefits from those listed below at a cost to the County, and be reimbursed for eligible expenses in an amount not to exceed:

1. Three thousand five hundred ($3,500) dollars, effective each calendar year beginning January 1, 2024, for all eligible employees.

2. Eligible part-time attorneys shall be reimbursed in an amount not to exceed one half of the Optional Benefit Plan amount for full-time attorneys in accordance with Section 4.B.1. above.

C. The options available shall include the following types of benefits:

1. Cash (taxable).

2. Health Care Reimbursement Account:
   a. health care and/or dental care expenses which are not reimbursed through any other source (employee and/or dependents) as permitted by state and federal law, regulations and guidelines and as permitted by the County’s Section 125 Plan Document. Examples of items covered under this provision may include such items as health and dental insurance deductibles, vision care, lenses and frames for eye glasses and orthodontic treatment.

   i. Any portion of the Optional Benefit allocated towards the health reimbursement category as outlined in Section 4.C.3.a. will be subtracted from the amount the employee is eligible for under the County’s Health Care Reimbursement Account (if the employee participates) and subject to state and federal law, regulations and guidelines and as permitted by the County’s Section 125 Plan Document.

   ii. Claims shall be made in the manner and/or form designated by the County or its designee, and shall be paid subject to state and federal law, regulations and guidelines, and as permitted by the County’s Section 125 plan Document.

   iii. Any portion of the optional benefit allocated towards the health reimbursement category in which claims are not incurred within the plan period shall remain County funds.

3. the County’s Defined Contribution Plan: A pre-tax contribution to the County’s Section 457(b) Defined Contribution Plan.
D. An employee who does not make an election during the election period shall receive a taxable cash lump sum following the close of the election period. Employee elections are irrevocable unless permitted by state and federal law, regulations and guidelines and allowed by the plan document. For expenses to be eligible, they must be incurred during a plan period in which an employee is eligible. Claims may be filed at any time during the plan period and all claims must be filed no later than March 31st of the next year.

E. The Chief Human Resources Officer or designee shall administer the plan in accordance with the stated purpose and pursuant to state/federal law.

Section 5. Educational and Professional Reimbursement Program

A. Effective the first full day of the first full pay period following adoption of the MOU, eligible employees may receive educational and professional reimbursement at a maximum of $2,000 per fiscal year. Terms and conditions for this reimbursement are set forth in the Personnel and Salary Resolution (PSR).

B. An attorney who is in good standing may request reimbursement of up to $2,000 of the maximum Educational and Professional Reimbursement Program allotted amount identified in Section 5.A. above for law school loan payments made during the course of the fiscal year while employed by the County. An attorney must be employed by the County at the time reimbursement is made to be eligible to receive this benefit.
ARTICLE IX       DISCIPLINARY ACTION

Section 1.   Reprimand and Substandard Performance Evaluation

A. No regular, limited-term or probationary employee shall receive a written reprimand or a substandard performance evaluation except for reasonable cause.

B. A written reprimand or substandard performance evaluation (defined as a rating of “does not meet performance objectives”) given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

Section 2.   Emergency Suspensions of Five Days or Less

A. In suspending a regular, limited-term or probationary employee for five (5) days or less, when it is necessary to remove the employee from the work site immediately because of a potential emergency situation, including but not limited to situations that may endanger life or property, the employee shall:

1. whenever practicable, be given an opportunity to respond to the proposed suspension to a designated department representative with the authority to make an effective recommendation on the proposed suspension prior to the suspension becoming effective;

2. be informed of the employee's right to representation in the response;

3. be informed of the employee's right to appeal should the proposed suspension become final.

B. In such emergency suspensions, the procedural requirements of Section 3., below, shall be complied with within ten (10) days following the effective date of the disciplinary action.

Section 3.   Pre-Disciplinary Hearing for Suspension, Reduction or Discharge

A. In suspending an employee in a non-emergency situation or in reducing a regular, limited-term or probationary employee for reasons of unsatisfactory performance, or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least ten (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:

1. a description of the proposed action and its effective date(s);
2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;

3. copies of material on which the proposed action is based;

4. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;

5. a statement of the employee's right to representation;

6. a statement of the employee's right to appeal should such proposed action become final.

B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond, either orally or in writing, at the employee's option, to a designated department representative with the authority to make an effective recommendation on the proposed disciplinary action.

C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.

D. An employee may represent himself or herself or may be represented by OCAA in a hearing pursuant to this Article.

E. An employee shall receive written notice either sustaining, modifying or canceling the proposed disciplinary action prior to the effective date of such action except that such written notice may be given after suspensions pursuant to Section 2., above.

F. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 4. and 5. below of this Article.

G. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 6. of this Article.

Section 4. Suspension

A. No regular, limited-term or probationary employee shall be suspended except for reasonable cause.

B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.

C. In accordance with the provisions of this Article, an appeal of suspension shall be initiated at Step 2 of the grievance/appeal procedure, except for suspensions imposed by the County Executive Officer, which may be referred directly to arbitration.
Section 5.  Reduction

A. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance except for reasonable cause.

B. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.

C. In accordance with the provisions of Article IX, an appeal of reduction for reasons of unsatisfactory performance shall be initiated at Step 2 of the grievance/appeal procedure; except for reductions imposed by the County Executive Officer, which may be referred directly to arbitration.

Section 6.  Discharge and Right of Appeal

A. No regular or limited-term regular employee shall be discharged except for reasonable cause. No proposed discharge shall be effected unless approved by the Chief Human Resources Officer except for discharges imposed by the County Executive Officer.

B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.

C. In accordance with the provisions of this Article, a discharge may be appealed directly to arbitration.

Section 7.  Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take or refusal to take or the results of a polygraph examination be admissible in any proceeding pursuant to this Agreement, unless otherwise agreed to in writing by the parties.
ARTICLE X  GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1. Scope of Grievances

A. A grievance may be filed if a management interpretation or application of the provisions of this Memorandum of Understanding adversely affects an employee's wages, hours or conditions of employment.

B. Specifically excluded from the scope of grievances are:

1. subjects involving the amendment or change of Board of Supervisors resolutions, ordinances, or minute orders, which do not incorporate the provisions of this Memorandum of Understanding;

2. matters which have other means of appeal;

3. position classifications;

4. standard or better performance evaluations.

Section 2. Basic Rules

A. If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding his or her grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.

B. If a County representative does not render a decision to the employee within the time limits, the employee may within seven (7) calendar days thereafter appeal to the next step in the procedure.

C. If it is the judgment of any management representative that he or she does not have the authority to resolve the grievance/appeal, he or she shall refer it to the appropriate step in the procedure. By mutual agreement of the County and OCAA any step of the procedure may be waived.

D. The Chief Human Resources Officer may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, department-wide or County-wide basis in an emergency situation. OCAA may appeal this decision to the Board of Supervisors.

E. Upon written consent of the parties, (i.e., the representatives of the County and the employee or his or her representative), the time limits at any step in the procedure may be extended.

F. Every reasonable effort shall be made by the employee and the County to resolve a grievance/appeal at the lowest possible step in the grievance/appeal procedure.
G. No claim shall be granted for retroactive adjustment of any grievance prior to sixty (60) calendar days from the date of filing the written grievance.

H. In order to encourage frank discussion and compromise in attempting to resolve grievances, the County and the Association agree that the grievance files of the respective parties shall be confidential.

Section 3. Submission of Grievances

A. Any employee or group of employees shall have the right to present a grievance. No employee or group of employees shall be hindered from or disciplined for exercising this right.

B. If any two (2) or more employees have essentially the same grievance, they may, and if requested by the County, must, collectively present and pursue their grievance if they report to the same immediate supervisor.

C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the County, appoint one (1) or two (2) employees to speak for the collective group.

Section 4. Employee Representation

A. An employee may represent himself or herself or may be represented by OCAA in the formal grievance/appeal procedure.

B. Authorized grievance/appeal representatives shall be regular employees in the same department or Representation Unit as the grievant/appellant who are members of and are designated by OCAA to represent employees for purposes of the grievance/appeal procedure. OCAA shall notify Department Heads of the names and titles of such representatives and send a copy of such notice to the Chief Human Resources Officer quarterly.

C. OCAA representatives may represent the employee at Steps 1 and 2 of the grievance/appeal procedure and in arbitration.

D. If an employee chooses not to be represented by OCAA, OCAA may have a representative present at Step 2 see Section 7. below of the grievance/appeal procedure and/or arbitration and, if necessary, shall have the right to present OCAA's interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance. The decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and OCAA.
Section 5.  **Time Off for Processing Grievances/Appeals**

A. Reasonable time off without loss of pay shall be given to:

1. an employee who has a grievance/appeal, in order to attend a meeting with his or her supervisor or other person with authority under the grievance/appeal procedure to resolve the matter or to meet with his or her grievance/appeal representative.

2. an authorized grievance/appeal representative, in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority under the grievance/appeal procedure to resolve the grievance/appeal, or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees, or through examination of appropriate County records or locations relating to the grievance/appeal.

B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:

1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission of his or her supervisor and shall report back to the supervisor when the grievance/appeal work is completed.

2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work if his or her supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant/appellant or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:
   a. the representative checks in and checks out with the supervisor of the unit; and
   b. such investigation does not unduly interfere with the work of the unit.

Section 6. **Informal Discussion**

If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his or her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively towards settlement.
Section 7. **Grievance/Appeal Steps**

The grievance/appeal procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.

**Step 1: Department Head**

An employee may formally submit a grievance to the Department Head or his or her designee within thirty (30) calendar days from the occurrence which gives rise to the problem or the employee becomes aware of the potential violation of the MOU. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within seven (7) calendar days after receipt of the written grievance, the Department Head or his or her designee shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant.

**Step 2: Chief Human Resources Officer**

A Step 1 Decision may be appealed to Step 2 if it concerns:

a. an interpretation or an application of this Memorandum of Understanding (other than Article IV, Section 5);

b. a substandard performance evaluation;

c. a deferral or denial of a merit increase;

d. a written reprimand; or

e. a probationary release or failure alleging discrimination.

A Step 1 Decision may be appealed in writing to the Chief Human Resources Officer within fourteen (14) calendar days after receipt of the written decision from Step 1 grievance.

Appeal of a suspension and/or a reduction ordered by a Department Head or his or her designated representative, or a probationary release/failure alleging discrimination, may be submitted in writing at Step 2 within fourteen (14) calendar days after receipt of the notice of suspension and/or reduction, or release from probation.

Within fourteen (14) calendar days after receipt of the written grievance/appeal, the Chief Human Resources Officer or his or her designee shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant. The decision of the Chief Human Resources Officer shall be final.
Section 8. Referrals to Arbitration

A. Grievances

1. If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2, provided however, prior to going to arbitration, either party may request that the grievance be referred to mediation. Within thirty (30) calendar days after an arbitration request has been presented to the Chief Human Resources Officer the arbitration date shall be scheduled. Upon written consent of the parties, (i.e., the representative of the County and the employee or his or her representative), the time limit for arbitration may be extended.

2. The parties shall either sign a joint issue submission statement or else execute and sign separate alternative issue statements after discussing the issue(s). In either case the parties shall send copies of their joint or separate submission statement(s) to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.

B. Disciplinary Appeals

1. Submission Procedure

a. If an appeal from suspension or reduction is not settled at Step 1, it may be presented to the Chief Human Resources Officer within fourteen (14) calendar days from the date the decision was rendered.

b. An appeal from any discharge or from a suspension or reduction imposed by the County Executive Officer may be presented to the Chief Human Resources Officer within ten (10) calendar days from the date the action becomes final.

c. All disciplinary appeals shall be signed by an employee or by a representative of OCAA, and shall be submitted in writing.

d. The issues in all disciplinary appeals shall be: Was (employee's name) suspended/reduced/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article X, Section 8. of the MOU?

e. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Chief Human Resources Officer, an arbitrator shall hear the appeal, provided however,
prior to going to arbitration, either party may request that the appeal be referred to mediation.

2. **Findings of Facts and Remedies**

An arbitrator may sustain, modify or rescind an appealed disciplinary action as follows and subject to the following restrictions:

a. **All Disciplinary Actions**

If the arbitrator finds that the disciplinary action was taken for reasonable cause, he or she shall sustain the action.

b. **Suspensions/Reductions**

If the action is modified or rescinded, the appellant shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator’s decision.

c. **Discharges**

1) If the arbitrator finds that the order of discharge should be modified, the appellant shall be restored to a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the appellant was removed from duty, as determined by the arbitrator.

2) If the arbitrator finds that the order of discharge should be rescinded, the appellant shall be reinstated in a position in his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty.

3) Restoration of pay and benefits shall be subject to reimbursement of all unemployment insurance and additional outside earnings which the appellant received since the date of discharge.

C. **Probationary Releases Alleging Discrimination**

1. The issues to be submitted to the arbitrator in grievances filed pursuant to Article III, Section 1.C.3. shall be as follows and shall be submitted consistent with Section 8.A., above.

   a. Was the probationary release of (employee’s name) in whole or in part the result of discrimination in violation of Article XVIII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and OCAA?
b. If so, what shall the remedy be under the provisions of Article X, Section 8.C.2., Findings of Facts and Remedies, of the Memorandum of Understanding between the County and OCAA?

2. Findings of Facts and Remedies

a. In the event the arbitrator finds no violation of Article XVIII, NONDISCRIMINATION, the grievance shall be denied, and the issue of remedy becomes moot.

b. In the event the arbitrator finds a violation of Article XVIII, NONDISCRIMINATION, but also finds such violation was not a substantial cause of the employee's probationary release, the grievance shall be denied, and the issue of remedy becomes moot.

c. In the event the arbitrator finds a violation of Article XVIII, NONDISCRIMINATION, and also finds that the violation was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:

1) The probationary release may be sustained.

2) The employee may be reinstated in a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

3. The employee may be reinstated in a position in his or her former class with full back pay and benefits for all of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

D. General Provisions

1. The cost of an arbitrator shall be shared equally in all cases by the County and the appealing party except when the appealing party solely alleges discrimination under Article XVIII, in which case the County shall bear the full cost. When the grievance involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.

2. Grievance/Appeal hearings by an arbitrator shall be private.
3. Arbitration appeal hearings of a release of a new hire probation alleging discrimination pursuant to Article III, Section 1.C.3 shall be limited to one (1) day unless both parties agree that a longer hearing is necessary. Arbitration appeal hearings of suspensions of less than forty (40) hours shall be limited to one (1) day unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The one (1) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer.

4. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Conciliation Service, the American Arbitration Association or some other agreed upon source, and each party shall alternately strike one (1) name from the list until only one (1) name remains.

5. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

6. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable.

7. At the hearing, both the appealing employee and the County shall have the right to be heard and to present evidence. The following rules shall apply:

   a. Oral evidence shall be taken only on oath or affirmation.
b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify in his or her own behalf, the employee may be called and examined as if under cross-examination.

8. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

9. The County shall be allowed to have one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times.

10. The parties agree to forego the use of briefs and transcripts whenever practicable.

11. The decision of the arbitrator shall be final and binding on all parties.
ARTICLE XI  LAYOFF PROCEDURE

Section 1.  General Provisions

A. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.

B. This procedure shall not apply to employees who have special or unique knowledge or skills which are of special value in the operation of the County business.

C. When two or more agencies/departments are consolidated, or when one (1) or more functions of one (1) department are transferred to another department, employees in all involved agencies/departments shall be subject to layoff if one is necessary.

D. Section 7, Reemployment List, and Section 8, Status on Reemployment, of this Article, shall not apply if the County has a written agreement with an employer, public or private, which guarantees the County employee an offer of reasonably comparable employment with the new employer who is taking over a function formerly performed by County employees and the new employer does make such an offer in writing to the employee.

Section 2.  Order of Layoff

A. When a reduction in the work force is necessary, employees in regular positions and those occupying limited term positions at the direction of their Department Head shall be laid off in an order based on consideration of:

1. employment status;
2. past performance;
3. length of continuous service with the County.

B. Layoffs shall be made by class within an department except that:

1. Where a class has a dual or multiple concepts, the Chief Human Resources Officer may authorize a layoff by specialty within the class.
2. Where appropriate, the Chief Human Resources Officer may authorize a layoff by division or smaller unit of an department.

C. Within a class, employees shall be subject to layoff in the following order:

<table>
<thead>
<tr>
<th>Employment Status</th>
<th>Layoff Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>First – Temporary Promotion</td>
<td>Determined by Department</td>
</tr>
</tbody>
</table>
Second – New Probationary  
Determined by Department  

Third – Regular/Promotional Probationary  
Layoff Points  

After all new probationary employees and employees on temporary promotion have been removed from a class within a layoff unit, the employee with the lowest number of layoff points shall be subject to layoff first. When two (2) or more employees have the same number of layoff points, the department shall determine the order of layoff for these employees.  

D. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to his or her former class and shall be subject to layoff in accordance with this procedure.  

E. OCAA may designate employees who are regular OCAA officers or grievance representatives to receive special seniority for purposes of layoff. The number of employees so designated shall not exceed two (2) percent of the employees in the Representation Unit. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed pursuant to Section 3., below.  

Section 3. Computation of Layoff Points  

Seniority Points:  

The equivalent of each year of full-time continuous service with the County shall earn two hundred sixty (260) seniority points.  

The equivalent of each regularly scheduled full day of continuous service of a partial year shall earn one (1) seniority point.  

Demerit Points:  

For a rating of “does not meet performance objectives” on the last “Performance Evaluation Report,” for the class currently held by the employee, the employee shall earn two hundred sixty (260) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit point shall not be applied to an employee seeking to enter a lower class through voluntary reduction in lieu of layoff.  

Section 4. Notification of Employees  

A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work whenever practicable.
B. It is the intent of the parties that the number of layoff notices initially issued shall be limited to the number of positions by which the workforce is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 5., below.

C. The notice of layoff shall include the reason for the layoff, the proposed effective date of the layoff, the employee’s hire date, a list of classes in the employee’s occupational series within the layoff unit, the employee’s rights under Sections 5. and 6., below and the right of the employee to advise the County of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

Section 5. Voluntary Reduction in Lieu of Layoff

A. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower class within the same occupational series in the layoff unit provided the employee possesses the minimum qualifications for the class and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer layoff points than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of layoff points shall be subject to layoff.

B. 1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work following actual receipt of the notice to notify their department in writing of their intent to exercise rights under this Section. Employees whose third regularly scheduled day of work is more than three (3) calendar days after receipt of the notice shall have three (3) calendar days, excluding weekends and holidays, to notify their department of their intent to exercise rights under this Section; and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

2. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays, following the date the person is personally served, or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following date of proof of service by mail, to notify their department of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

3. Failure by an employee to respond to his or her department pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class, and that the employee’s hire date stated in the layoff notice was correct.
4. No employee action or inaction referred to in this Section shall be considered a waiver of an employee's right to file grievances concerning any matter within the scope of the grievance procedure.

Section 6. Voluntary Reduction from Classes Designated as Vulnerable to Layoff

An employee in a class designated by the County as vulnerable to layoff may request a voluntary reduction to any class provided the employee possesses the minimum qualifications and has passed any required performance tests for the class to which reduction is requested. Such employees shall be eligible for consideration for available positions in the class to which reduction is requested. If appointed, such an employee shall be placed on DEPARTMENTAL REINSTATEMENT LISTS pursuant to Section 7.A.3., below.

Section 7. Reemployment Lists

A. The following person shall be placed on DEPARTMENTAL REINSTATEMENT LISTS as provided in 1., 2., and 3., below, in the order of their respective layoff points with the person having the largest number of layoff points listed first.

1. Persons Laid Off
   The names of persons laid off shall be placed on an DEPARTMENTAL REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which laid off.

2. Persons Who Exercise Their Rights Under Section 5
   The names of persons who exercise their rights Under Section 5 shall be placed on an DEPARTMENTAL REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which reduced, excluding any classes at or below the level of the class currently held.

3. Persons Who Voluntarily Reduced Under the Provisions of Section 6
   The names of persons who were voluntarily reduced under the provisions of Section 6., shall be placed on an DEPARTMENTAL REINSTATEMENT LIST for the class from which reduced and for each class in the occupational series below the level of the class from which they voluntarily reduced, provided they request to be placed on such lists.

Positions to be filled shall be offered first to persons on the DEPARTMENTAL REINSTATEMENT LIST for that class, starting at the top of the list. If reinstatement is offered to a class other than that from
which the person was laid off or reduced, such person must first meet the
minimum qualifications and pass any required performance tests for that
class.

B. The names of persons laid off shall be placed on a COUNTY PREFERRED
ELIGIBLE LIST for the class from which they were laid off, and for any
class from which they previously voluntarily reduced pursuant to Section 5.,
in the order of their layoff scores, going from highest to lowest. When one
(1) vacant position in a department, other than the department from which
the employee was laid off, is to be filled in that class, ten (10) names shall
be certified from the COUNTY PREFERRED ELIGIBLE LIST, starting at
the top. When more than one (1) vacant position in a department, other
than the department from which the employee was laid off, is to be filled in
that class, the number of names certified, starting at the top of the
COUNTY PREFERRED ELIGIBLE LIST, shall be equal to twice the
number of vacancies plus seven (7). If there is a tie among layoff points at
the last name to be certified, all tied eligible shall be certified. Eligibles
certified from COUNTY PREFERRED ELIGIBLE LISTS shall be
considered prior to eligible certified from lower ranking eligible lists.
Appointments shall be made only from eligible certified pursuant to Section
7.B. Appointments need not be made in the order of layoff points; any
eligible certified in accordance with this provision may be appointed to a
vacant position.

C. Names of persons placed on the DEPARTMENTAL REINSTATEMENT
LIST and the COUNTY PREFERRED ELIGIBLE LIST shall remain on the
lists for two (2) years, except that:

1. A person who on two (2) separate occasions rejects or fails to
respond within five (5) calendar days to offers of employment in a
particular class shall be removed from the lists for that class.

2. A person who on three (3) separate occasions declines referral for
interviews in a particular class shall be removed from the lists for that
class.

D. In the event two (2) or more departments are consolidated while
DEPARTMENTAL REINSTATEMENT LISTS are in effect, such lists shall
be combined and treated as one (1) list in accordance with the preceding
provisions of this Section. When a transfer of one (1) or more functions of
one (1) department to another department occurs, employees previously
laid off from such function(s) who are on an DEPARTMENTAL
REINSTATEMENT LIST for the department losing such function(s), shall
be removed from such list and shall be placed on a reinstatement list for
the department acquiring such function(s) and treated in accordance with
the preceding provisions of this Section.

E. Reemployment lists shall be available to OCAA and affected employees
upon reasonable request.
Section 8. Status on Reemployment

A. An employee who has been laid off under the provisions of this Article and is subsequently reemployed in a regular or limited term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:

1. All Sick Leave or Annual Leave credited to the employee's account when laid off shall be restored.

2. All seniority points held upon layoff shall be restored.

3. All prior service shall be credited for the purpose of determining sick leave, vacation and annual leave earning rates and service awards.

4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.

5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III, Section 1.B. if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.

B. An employee who has voluntarily reduced under the provisions of this Article and subsequently is reemployed in a regular or limited term position in the class from which the employee reduced within a two (2) year period from the date of reduction shall receive the following considerations:

The employee shall be placed in the salary range either as if the employee had been on Leave of Absence Without Pay or at the step on the salary range closest to, but which does not exceed, the employee's salary in the lower class, whichever is higher. The merit increase eligibility date shall be as if the employee were on a Leave of Absence Without Pay, except if the employee is returning to a step at least two (2) steps above the step he/she left, the merit increase eligibility date shall be determined by the Chief Human Resources Officer. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.

C. When an employee is reduced under the provisions of this Article and is subsequently reemployed in a class higher than the one which the employee was reduced, the employee shall be deemed returned to the class from which the employee has been reduced as provided above and the employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.
ARTICLE XII  ON-THE-JOB INJURY, WORKERS' COMPENSATION

Section 1. Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of County employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code Section 4600 et seq.

Section 2. Workers' Compensation Supplement Pay [this provision will be in effect for all injuries which arose before March 5, 2013]

A. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment, the employee shall receive workers' compensation supplement pay which, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year including holidays.

B. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued sick leave, compensatory time, vacation, and/or annual leave in that order.

C. While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any Sick Leave, Annual Leave, compensatory time or vacation time previously accumulated by the employee. The employee shall not accrue Sick Leave Annual Leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.

D. When an injury is determined to be job-related by the County or by the Workers' Compensation Appeals Board, eighty (80) percent of all sick leave, annual leave, compensatory time and/or vacation expended since the fourth (4th) day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all sick leave, compensatory time, vacation and/or annual leave expended or since the first day of disability shall be restored to the employee's account(s).

E. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.
F. When an employee is no longer entitled to receive workers' compensation supplement pay, the employee may, at his or her option, use sick leave, annual leave, compensatory time, and vacation, in that order, if the employee is compelled to be absent from duty as set forth in paragraph A., above.

G. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of Sick Leave, Annual Leave and vacation earning rates.

Section 2a. Workers' Compensation Supplement Pay [this provision will be in effect for all injuries which arise on or after March 5, 2013]

A. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued sick leave, compensatory time, vacation, and/or annual leave in that order.

B. When an injury is determined to be job-related by the County or by the Workers' Compensation Appeals Board, 66.667% of all sick leave, annual leave, compensatory time and/or vacation expended since the fourth (4th) day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, 66.667% of all sick leave, compensatory time, vacation and/or annual leave expended or since the first day of disability shall be restored to the employee's account(s).

C. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.

D. While an employee is receiving temporary disability payments, the employee may, at his or her option, use sick leave, annual leave, compensatory time, and vacation, in that order, to supplement such pay so that the employee receives not more than his/her regular salary during the employee's industrial injury leave.

E. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of Sick Leave, Annual Leave and vacation earning rates.

Section 3. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a County-designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed
forty (40) working hours for a full-time employee or seven (7) calendar days for a part-time employee. If the absence extends beyond the applicable period, Sick Leave, compensatory time and vacation may be used, at the employee’s option, in that order.
ARTICLE XIII SAFETY

Section 1. General Provisions

Recognizing that a safe work environment is of substantial benefit to both the County and employees, the County and OCAA mutually agree to the following safety program:

A. No employee shall be required to work under conditions dangerous to the employee’s health or safety.

B. The County shall make every reasonable effort to provide and maintain a safe place of employment. OCAA shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.

C. Any employee who either does not receive an answer to a safety-related question from his or her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the County Safety Officer.

D. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Safety Officer. During the period that the Safety Officer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Officer concludes the task complained of is safe, the employee shall perform the work as instructed.

E. The County shall furnish all equipment which is necessary for employees to perform their job in a safe manner.

F. Wherever practicable, the County shall provide the necessary first aid kits in each location.

G. Wherever practicable, the County shall provide first aid training for one (1) employee at each new work location.

Section 2. Safety Inspection

During inspection of County facilities conducted by the State Division of Industrial Safety for the purpose of determining compliance with the California OSHA requirements, an OCAA designated employee shall be allowed to accompany the inspector while the inspector is in the employee’s department. The employee so designated shall suffer no loss of pay when this function is performed during the employee’s regularly scheduled work hours.
Section 3. Abatement of Violations

In any instance in which the County is cited for a violation of CAL/OSHA, the County shall abate the cited hazard to health or safety within the abatement period required.

Section 4. Safety Representatives

A. Safety Representatives may be selected by OCAA to meet at least once a month, upon request, with a County designated supervisor or manager for each County facility to discuss matters affecting employee health and safety.

B. The number of Safety Representatives at each facility shall be determined as follows:

1. For facilities with fewer than one hundred (100) Bargaining Unit employees, one (1) Safety Representative may be selected.

2. For facilities with one hundred (100) or more Bargaining Unit employees, one (1) Safety Representative may be selected for each one hundred (100) Bargaining Unit employees or for each fraction thereof.

C. A Safety Representative who has received a safety or health complaint shall be given reasonable time off without loss of pay to gather appropriate information on such complaint provided that:

1. The Safety Representative obtains permission from his or her supervisor prior to performing such work, and reports back to the supervisor when the work is completed.

2. The Safety Representative shall not leave his or her job to perform such work unless his or her supervisor determines that the employee's absence will not unduly interfere with the work of the unit in which the employee is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized Safety Representative must go into another section or unit to gather information regarding a safety or health complaint, the Safety Representative shall be permitted to do so provided that:

   a. the Safety Representative checks in and checks out with the supervisor of the unit;

   b. and he or she does not unduly interfere with the work of the unit.
Section 5. Resolution of Safety or Health Complaints

If a safety or health complaint is not satisfactorily resolved, the Safety Representative may request to meet with the County Safety Officer to resolve the complaint. If the complaint is not resolved, a grievance may be filed at Step 2 of the grievance procedure.
ARTICLE XIV    MEDICAL EXAMINATION

Employees in this Unit shall be eligible to take the County Multiphasic Medical Examination once during each fiscal year of this Agreement, but not sooner than eleven (11) months since the last time the County Multiphasic Medical Examination was administered to the employee.
ARTICLE XV  UNION RIGHTS

Section 1.  Payroll Deduction

A. Membership dues of OCAA members in this Representation Unit and insurance premiums for such OCAA sponsored insurance programs as may be approved by the Board of Supervisors, shall be deducted by the County from the pay warrants of such members. The County shall promptly transmit the dues and insurance premiums so deducted to OCAA.

B. OCAA shall notify the County, in writing, as to the amount of dues uniformly required of all members and also the amount of insurance premiums required of employees who choose to participate in such programs.

Section 2.  Employee Information Listing

The County shall provide OCAA with the name, job title, department, work location, work, home, and personal telephone numbers, personal email addresses on file with the employer, and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire. Additionally, the County shall also provide OCAA with a list of that information for all employees in the bargaining unit at least every 120 days or more frequently if that is more convenient for the County. The information identified in this section shall be provided to the exclusive representative regardless of whether the newly hired public employee was previously employed by the public employer or whether or not the employee wishes to be a member of OCAA, unless the employee has asked in writing that the information not be disclosed.

Section 3.  Notification of New Employees

The County agrees to inform new employees that they are in the Attorney Unit and that OCAA is the exclusive representative of employees in the Bargaining Unit. Additionally, the County shall provide access to its new employee orientations and an opportunity to discuss the rights and obligations created by the Agreement and the role of the exclusive representative, and to answer questions related to the Agreement and the role of OCAA when acting as the exclusive representative. The County shall provide not less than 10 days' notice in advance of an orientation to OCAA. The structure, time, and manner of exclusive representative access shall be determined through mutual agreement between the employer and the exclusive representative, subject to the requirements of Government Code Section 3557. The date, time, and place of the orientation shall not be disclosed to anyone other than the employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation.

Section 4.  Membership Fee

A. Dues/Service Fees
1. Each employee in the Bargaining Unit hired by the County on or after June 1, 2018, must make an affirmative election in order to become a member of OCAA. OCAA must notify the County in writing of any employee who joins OCAA.

2. The County shall rely on OCAA’s notification of membership and election of dues deductions from Bargaining Unit employees. OCAA will indemnify the County from any claim of wrongful deduction made by an employee based on the County’s reliance on OCAA’s notification.

3. Pursuant to OCAA’s notification under this Section, the County will deduct the amount of dues and service fees as determined by OCAA. The County shall implement any change to a Bargaining Unit employee’s deduction in the first pay period which commences thirty (30) days after the Chief Human Resources Officer receives written notice of the change.

4. OCAA must notify the County of any Bargaining Unit employee requesting to be removed from OCAA membership within a reasonable period of time. OCAA will indemnify the County for any claim that fees were wrongfully collected as the result of OCAA’s failure to notify the County of membership changes.

5. This Section reflects the parties’ understanding of their rights, responsibilities, and duties under SB 866, including Government Code sections 1152, 1157.3, and 1157.12. The parties reserve all rights they may have under these laws.
ARTICLE XVI  

EMPLOYEE RIGHTS

The County shall not hinder or discipline an employee for exercising any rights or benefits provided in this Memorandum.
ARTICLE XVII  COUNTY RIGHTS

The County retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law.

Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.
ARTICLE XVIII  NONDISCRIMINATION

Section 1.

The County and OCAA agree that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination as required by state and federal law.

Section 2.

OCAA shall not discriminate in membership or representation, as required by state and federal law.
ARTICLE XIX    INSURANCE

Section 1.     Health Plan and Premium Contributions

A.     Full Time Employees

1.     Except as modified in Section 1.C., D., E., and F., below, the County will offer health plans to all full-time regular, limited term and probationary employees and their eligible dependents.

2.     The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

a.     Employee Only Coverage – eighty-five (85) percent of the employee’s premium or ninety (90) percent of the employee’s premium if the employee completes the Wellness Incentive program;

b.     Employee and Dependent Coverage - seventy (70) percent of the total health plan premium for each employee and such employee’s eligible dependents or seventy-five (75) percent of the employee’s premium if the employee completes the Wellness Incentive program.

c.     Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3.     Employees who elect the Sharewell Choice PPO plan will not only have their insurance premium fully paid by the County but will also receive a payroll credit per plan guidelines. In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4.     The health plans and their premiums are adopted, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

B.     Part-Time Employees

1.     Except as modified in Section 1.C., D., E., and F., below, the County will offer health plans to all part-time regular, limited term, and probationary employees. Enrollment of part-time employees shall be restricted to employees whose normal workweek consists of at least twenty (20) hours.
2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

a. Employee Only Coverage - forty-five (45) percent of the employee's premium or fifty (50) percent of the employee's premium if the employee completes the Wellness Incentive program;

b. Employee and Dependent Coverage – thirty-two and one-half (32-½) percent of the total health plan premium for each employee and such employee's eligible dependents or thirty-seven and one-half (37-½) percent of the total health plan premium for each employee and such employee's eligible dependents if the employee completes the Wellness Incentive program.

c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. The County will pay the following percentage of the premium for employees electing the Sharewell Choice PPO plan:

a. Employee Only – one hundred (100) percent of the premium;

b. Employee and Dependent – per Subsection B.2.b., above

In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek.

5. The health plans and their premiums are adopted, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

C. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, for each EME subscriber who does not complete the Wellness Incentive program, the County will pay ninety-five (95) percent of employee and dependent coverage. For each EME subscriber who does complete the Wellness Incentive program, the County will pay the full cost of employee and dependent coverage for each EME. EME dependents are not required to participate in the Wellness Incentive program.
Employees must report any subsequent changes in marital status such as legal separation or divorce, within 30 days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this program during the period in which the employees were ineligible due to legal separation or divorce.

D. Dual Coverage: If two married employees are enrolled in separate health plans neither employee may be covered as a dependent on their employee spouse’s health plan. Eligible employees may choose to enroll in different health plans and choose to cover eligible dependent children on one or both health plans, subject to employee contributions for coverage.

E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 14 and applicable law, the County shall continue to pay health insurance premiums as provided in A and B, above, to the extent required by applicable law.

F. For employees who are on approved leave which meets the requirements of Pregnancy Disability Leave pursuant to Government Code section 12945, the County shall continue to pay health insurance premiums as provided in A and B, above, to the extent required by applicable law.

G. Effective January 1, 2008, active employees are pooled separately from retirees for purposes of setting premiums for participation in County offered health plans.

H. Employees may opt out of participation in the County’s health insurance programs at any Open Enrollment or within 30 days of a qualifying life event beginning with Plan Year 2021 provided they sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements.

I. Effective January 1, 2024, County health insurance plans will be restructured to include both active County employees and eligible County retirees, with the requirement that the retiree health insurance premiums for non-Medicare retirees exceed the active employee health insurance premiums by 20 percent. Active employee premiums (contributions/payroll deductions) shall not increase beyond the actuarially determined increases related to active employee claims experience.

J. The County and OCAA agree to establish an Insurance Working Group to discuss the redesign of the Wellness Credit program, how employees earn their 5% credit, and reducing the cost of health insurance.

Section 2. Health Plan Enrollment
A. New eligible employees will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Wellwise Choice PPO Health Plan, employee only. Eligible part-time employees failing to elect a health plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Sharewell Choice PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work unless required by state/federal law. Upon return to work, coverage will become effective the first day of the month following thirty (30) days from the date of return, unless otherwise required by state/federal law.

B. Terminated employees will be continued with coverage in all health plans until the last day of the calendar month in which they terminate. Terminated employees may be eligible for continuation of health insurance through the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or by other state/federal law.

C. The County shall provide for an open enrollment period once each calendar year for employees, employees’ eligible dependents, and retirees to change their enrollment in a County health plan. Employees who wish to opt out of a County Health Plan will be required to sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other Federal or California State requirements of coverage at each Open Enrollment.

D. Employees who have opted out of a County health plan as described in Section 1 will be given an opportunity to elect and enroll in a Retiree health plan.

Section 3. Other Insurance Coverage

The County will provide to all regular, regular limited-term and probationary employees the following:

A. Life Insurance and Accidental Death and Dismemberment Insurance

1. As soon as administratively feasible, basic life insurance and accidental death and dismemberment insurance in the amount of two hundred fifty thousand dollars ($250,000) per full-time employee without proof of insurability. As soon as administratively feasible, during the period of this agreement, the County will provide basic life insurance and accidental death and dismemberment insurance in the amount of one hundred twenty-five thousand dollars ($125,000) for
part-time employees without proof of insurability. Such insurance will be subject to the limitations of liability contained in those insurance policies. Benefits are subject to Imputed Income requirements as required by law.

2. Employees will have the option to purchase additional life insurance coverage options without proof of insurability if purchased within thirty (30) days of eligibility. Some levels of additional life insurance coverage, or any additional life insurance coverage purchased after thirty (30) days of eligibility require proof of insurability. Employees will have the option to purchase additional supplemental life and accidental death and dismemberment coverage including dependent coverage. Such insurance will be subject to the limitations of liability contained in those insurance policies. Benefits are subject to imputed income requirements as required by law.

B. Short-Term Disability Insurance Plan at no cost to the employee, to provide, after leave usage set forth below, sixty (60) percent of salary up to a maximum of seven thousand two hundred (7200) dollars per month for up to one (1) year for certified non-occupational injury or illness.

1. For non-pregnant employees – after exhaustion of sick leave, or 192 hours of annual leave for full-time employees or 96 hours of leave for part-time employees;

2. For pregnant employees – after exhaustion of sick leave or 50 hours of annual leave for full-time employees or 25 hours of annual leave for part-time employees.

Notwithstanding the above, if the employee applies more than 192 hours of annual leave or 96 hours of annual leave for part-time employees toward the absence (50/25 hours of annual leave for full/part-time pregnant employees), eligibility for Short-Term disability will begin when that portion of annual leave is exhausted.

The plan will also provide for continuation of the County's share of premiums for health, dental and life insurance benefits while the employee is on Official Leave for non-occupational disability for up to one (1) year from the effective date of disability. The Short-Term Disability Insurance Plan for part-time employees will become effective January 1, 2004.

OCAA believes that this agreement is lawful, in the best interest of its bargaining unit members, and there is no valid reason for any person or group to assert otherwise. As a result, OCAA agrees that it will not file a complaint, claim, grievance, or lawsuit (whether in court or administrative agency) against the County, or provide any support or assistance to an employee or former employee who files a complaint, claim, grievance, or lawsuit against the County, regarding the legality of this change to the MOU. Further, if an employee or former employee files a complaint, claim, grievance, or lawsuit against the County, regarding the legality of this
change to the MOU, OCAA agrees to not contend that the charge is unlawful. In the event that any complaint, claim, grievance, or lawsuit is filed against the County on this issue, the parties agree to reopen this Section of Article XIX.

The County and OCAA agree to establish a Short-Term Disability Insurance Plan Working Group to discuss the use of Sick and Annual Leave balances as it relates to employees with pregnancy-related disabilities.

C. Long-Term disability insurance coverage at no cost to the employee to provide up to sixty (60) percent of salary to a maximum of seven thousand two hundred (7200) dollars per month. The Long-Term disability insurance coverage for part-time employees will become effective January 1, 2004.

D. The County will provide dental insurance for the employee and dependents to all full-time regular, limited-term, and probationary employees.

Part-time regular, limited-term, and probationary employees will have the option of purchasing dental insurance for the employee and dependents by paying one-half the monthly rate paid by the County for full-time employees, provided the employee’s normal workweek consists of at least twenty (20) hours.

Section 4. **Premium Only Plan**

The County will administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted by state and federal law, regulations and guidelines. Under the plan, an employee's gross taxable salary will be reduced by the amount of his or her share of the premium costs of County-provided health insurance coverage, as permitted by state and federal law, regulations and guidelines.

Section 5. **Retiree Medical Plan** [Section operative for employees until on or about July 2016, and thereafter, operative only for retirees – see Section 6 for further details]

A. **Retiree Medical Grant**

1. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan (“the Plan”) for employees who have retired from County service and who meet certain eligibility requirements of the Plan. The Plan does not create any vested rights to the benefits on the part of any employee, retiree, or any other person.

2. As set forth pursuant to the September 2006 reopener between the parties, the County will: (a) fund the cost of the Plan; and (b) establish a trust to administer the Plan.
3. Effective the first pay period in July 2016 or such earlier or later time as the County is able to implement the Health Reimbursement Arrangement (HRA) in Section 6, the employees who retire from County service on or after the effective date will no longer be eligible for the Retiree Medical Plan (they will instead receive the HRA referenced in Section 6).

4. Employees who retired before the effective date in Section 5.A.3, if eligible, shall receive a Retiree Medical Grant (Grant). The Grant may be applied only towards the cost of retiree and dependent coverage in a County-offered retiree health insurance plan and/or Medicare premiums as provided below.

   a. Upon implementation of the Plan, for eligible retirees the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County retiree health plan premiums no later than the effective dates of such change, not to exceed three (3) percent per year. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums.

   b. The Grant will be adjusted as follows:

   1. The Grant will be reduced by seven and one-half percent (7-1/2%) per year for each year of age the employee is less than age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date.

   2. The Grant will be increased by seven and one-half percent (7-1/2%) per year for each year of age the employee is greater than age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date.


   4. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare
Part A (without paying a premium) and Medicare Part B, or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B, as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to September 26, 2006, and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

c. All current employees who retire are eligible for a Grant shall be provided a one-time opportunity of thirty (30) days to enroll in a County offered retiree health plan from the date they retire. Should a retiree fail to enroll during the aforementioned thirty (30) day period, or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Grant, if eligible, and enrollment in a County offered retiree health plan.

B. Retiree Medical Plan Lump Sum; Termination; Phase Out

1. An employee who was employed by the County prior to June 23, 2006, and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with C.2 below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after June 23, 2006.

2. An employee who is employed by the County prior to June 23, 2006, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993, and prior to June 23, 2006. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regularly paid hours immediately preceding June 23, 2006.

3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County-offered health plan and/or receipt of a Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

C. Eligibility Requirements for Retiree Medical Grant

1. Retiree must be actively retired from the County of Orange and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS).
2. Retiree must have retired prior to the effective date in Section 5.A.3 to be eligible for the Retiree Medical Grant.

3. Retiree must have retired with at least ten (10) years of credited County service except as provided in C.2.a., b., c., and d. below:

   a. A retiree who receives a service-connected disability retirement pension under OCERS shall be eligible for a Grant equal to either ten (10) years of service or actual years of credited County service, whichever is greater.

   b. A retiree with a minimum of five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of County service who receives a non-service connected disability retirement pension under OCERS shall not be eligible for a Grant.

   c. A separated employee who has less than ten (10) years of credited County service or is under normal retirement age and requested a service or non-service connected disability retirement pension under OCERS shall not be eligible to receive either the Grant or the Lump Sum benefit until a determination of disability status is made by the Orange County Board of Retirement.

   d. A separated employee who receives a Lump Sum benefit pursuant to this Section shall be ineligible for the Grant if, at a later date, the Orange County Board of Retirement grants a disability retirement.

4. All eligible retirees and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Grant. All eligible retirees and dependents who are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.

5. Deferred Retirement

   a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must defer participation in the Grant until such time as he or she becomes an active retiree.

   b. An employee who is not eligible for paid retirement at the time he or she separates from County service and elects deferred retirement status shall not become eligible for participation in the Grant.

   a. A retiree who receives a service-connected disability retirement pension under OCERS shall be eligible for a Grant equal to either ten (10) years of service or actual years of credited County service, whichever is greater.

   b. A retiree with a minimum of five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of County service who receives a non-service connected disability retirement pension under OCERS shall not be eligible for a Grant.

   c. A separated employee who has less than ten (10) years of credited County service or is under normal retirement age and requested a service or non-service connected disability retirement pension under OCERS shall not be eligible to receive either the Grant or the Lump Sum benefit until a determination of disability status is made by the Orange County Board of Retirement.

   d. A separated employee who receives a Lump Sum benefit pursuant to this Section shall be ineligible for the Grant if, at a later date, the Orange County Board of Retirement grants a disability retirement.

4. All eligible retirees and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Grant. All eligible retirees and dependents who are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.

5. Deferred Retirement

   a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must defer participation in the Grant until such time as he or she becomes an active retiree.

   b. An employee who is not eligible for paid retirement at the time he or she separates from County service and elects deferred retirement status shall not become eligible for participation in the Grant.
6. For purposes of this Section, a full year of credited service shall be based upon those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service. Hours of service performed in periods before August 1, 1993, shall be counted toward credited service only if the employee is continuously employed by the County from August 1, 1993, until his or her retirement. For this purpose, a layoff will not be regarded as a break in continuous employment if the employee is reemployed by the County in an eligible classification following such layoff.

D. Survivor Benefits

1. A surviving dependent of a retiree who was eligible to receive a Grant, as stated above in A through C, and who qualified for a monthly retirement allowance shall be eligible for fifty (50) percent of the Grant authorized for the retiree.

2. A surviving eligible retiree who qualifies for a monthly retirement allowance who was married to a retiree who was also eligible for a Grant shall receive the survivor benefit described in D.1., above, or his or her own Grant, whichever is greater. Such retiree shall not be eligible for both Grants.

Section 6. Elimination of the Retiree Medical Plan; Transition to a Health Reimbursement Account

A. Effective the first pay period in July 2016, or such earlier or later time as the County is able to implement this benefit modification, the Retiree Medical Plan (Section 5, above) will be eliminated for unit members employed on or after that date. In its place a Health Reimbursement Account (HRA) will be established for unit members. Establishment of the HRA does not create any vested rights to the benefits on the part of any employee, retiree, or any other person. Nonetheless, the parties acknowledge that the employees have a vested right to the contributions in the HRA which have been made to the HRA.

1. The County and the HRA administrator with the oversight of the HRA Advisory Committee shall administer the program subject to the requirements set forth in the Internal Revenue Code and the Health Reimbursement Account Plan Document.

2. The HRA will be funded through a two (2) percent contribution of each employee’s bi-weekly base salary (i.e., excluding overtime and any premium pays). This two (2) percent contribution will be composed of one (1) percent from a reduction in employees’ bi-weekly base salary and one (1) percent from (additional) County contributions.
3. It is the intent of the parties that all contributions be considered employer contributions for purposes of compliance with federal and state tax laws.

4. An employee’s prior contributions to retiree medical made pursuant to Section 5, above, and the interest earnings thereon will be rolled-over to the employee’s HRA account for his/her benefit at the time of the creation of the HRA or as soon thereafter as is administratively feasible.

B. Retiree Medical Plan benefits for those who retire before the date of implementation of the HRA will continue to be governed by the provisions set forth in Section 5, above.

C. Employees who retire from County service on or after the date of implementation of the HRA are eligible to participate in County sponsored retiree health plans at their own cost if enrolled in a County health plan at the time of their retirement.

Section 7. Reopener as Result of the ACA

Both the County and OCAA may reopen negotiations on this Article and other provisions in this MOU (e.g., Optional Benefits program in Article VIII, Section 4, Flexible Spending Accounts in Article XXIV), for the purpose of addressing issues related to the changes to the Affordable Care Act (ACA) or other Federal legislation/regulation which impacts the County’s ability to provide Benefits under this MOU.
ARTICLE XX  DEFINED CONTRIBUTION PLAN

An employee in a regular or limited-term position may, at his or her request, participate in the County’s Section 457(b) Defined Contribution Plan.
ARTICLE XXI    DEFINED CONTRIBUTION 401(a) PLAN

County 401(a) Plan

A. Effective June 24, 2005, the County will no longer contribute to the 401(a) Plan. Attorneys must leave their assets in the 401(a) Plan until either retirement, separation from the County of Orange, death, or total & permanent disability.

B. The Chief Human Resources Officer or designee shall administer the 401(a) plan in accordance with the stated purpose. Each employee to be eligible for this plan will be notified of his/her investment options under the plan. The eligible employee will be able to make investment changes to his/her plan through the 401(a) provider.

C. If an eligible employee subsequently transfers to an ineligible job classification, the employee will receive the County contribution through the last day of the pay period in which the employee remained eligible. The employee must leave his/her assets in the County 401(a) Plan until either death, total & permanent disability, retirement or separation from the County of Orange.
ARTICLE XXII       RETIREMENT

Section 1.    Retirement Benefit Levels

A. For Employees Hired Before January 1, 2013, or if Hired on or After January 1, 2013, who are Not Considered “New Members” within the Meaning of the Public Employees' Pension Reform Act of 2013 (PEPRA):

1. Employees will be provided a one-fiftieth (1/50) retirement benefit calculated pursuant to Section 31676.19 of the Government Code. (This retirement formula is commonly known as the “2.7% at 55” benefit formula.)

2. For employees hired on or before September 20, 1979 - the retirement allowance will be computed on the highest one (1) year of final compensation per Government Code Section 31462.1.

3. For employees hired on or after September 21, 1979 – the retirement allowance will be computed on the employee’s highest three (3) years of compensation per Government code section 31462.

B. For employees hired on or after January 1, 2013, who are considered “New Members” within the meaning of the Public Employees’ Pension Reform Act of 2013:

1. The retirement formula, (the determination of final compensation and pensionable compensation, and other pension related conditions covered by PEPRA) shall be governed by the provisions of PEPRA. Employees will also make the contributions described in Section 2.B and C. below.

Section 2.    Retirement Contributions

A. Normal employee contribution rates for employees on the 2.7%@55 retirement formula will be calculated pursuant to Section 31621.8 of the Government Code. Normal employee contribution rates for employees on the 2.5%@67 retirement formula will be calculated pursuant to Section 7522.30 of the Government Code. Cost-of-living contributions will continue to be established and adjusted subsequent to and in accordance with state law and the actuarial recommendations adopted by the Retirement Board and the Board of Supervisors.

B. The County will continue to adopt employee contribution rates equal to County contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as adopted by OCERS. Employees will pay the full employee member contribution rate for each of the benefit plans provided by the County.

C. Employee Retirement Contributions to Offset the Increased Cost of the “2.7% at 55” benefit formula (Reverse Pickup):
1. The implementation of the “2.7% at 55” retirement benefit formula shall be without additional cost to the County for as long as the enhanced benefit formula is provided to employees, i.e., it will be borne entirely by the employees. Effective with the pay period that commenced on June 24, 2005, general members in this bargaining unit began making an additional employee contribution to the retirement system. This contribution is in addition to the normal employee contribution calculated under Section 31621.8 of the Government Code, and is in addition to the employee contribution required to help provide full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the actuary. The additional employee contribution made under this paragraph is known as the “Reverse Pickup” and is designed to offset both the employer’s prospective increased costs, as well as the employer’s increased costs attributable to past service liability of providing this enhanced retirement benefit.

   a. The portion of the additional employee contribution that is attributable to past service liability shall be in accordance with, and for the purposes stated, in Section 31678.3(d) of the Government Code. This additional contribution shall continue beyond the expiration date of this MOU, for the purpose of amortizing, over a 20-year period, the cost of the enhanced retirement benefit.

   b. The portion of the additional employee contribution that is attributable to the prospective increased cost of the benefit shall also continue beyond the expiration date of this MOU but unlike the past service liability, does not expire at the end of the 20-year period set forth above.

2. Reduction in Reverse Pickup

   a. Effective the first day of the first full pay period following the Board of Supervisors adoption of this MOU, the annual reverse pickup contribution rate for employees in the 2.5% at 67 PEPRA benefit formula will be frozen at the fiscal year 2019-2020 rate. The reverse pickup contribution rate for employees in the 2.7% at 55 classic benefit formula shall continue to be calculated as they currently are.

   b. Effective the first day of the first full pay period following the Board of Supervisors adoption of this MOU, the County shall reduce the reverse pickup rate by an ongoing 1.2% for all bargaining unit members.

   c. Effective July 3, 2020, the County shall reduce the reverse pickup rate by an additional 0.74%, for a total fixed ongoing
1.94% reduction of the employees’ contribution paid to reverse pickup.

d. On July 3, 2020, the entire reverse pickup for employees in the 2.5% at 67 PEPRA benefit formula shall be eliminated in perpetuity and the 1.94% reduction for employees in the 2.7% at 55 classic benefit formula shall continue.

Section 3. Tax-Deferred Retirement Plan

The County will administer an approved tax-deferred retirement plan which will allow employees to reduce their taxable gross income by the amount of their retirement contribution. This plan, known as a 414H(2) plan, shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.
ARTICLE XXIII  SEPARABILITY

In the event that any provision of this Memorandum is declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
ARTICLE XXIV  FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1.  Dependent Care Reimbursement Account (DCRA)

The County will administer a Dependent Care Reimbursement Account that will allow employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s dependent care reimbursement account to pay for dependent care expenses as permitted by state and federal law, regulations and guidelines and as permitted by the County’s Section 125 Plan document.

Section 2.  Health Care Reimbursement Account (HCRA)

The County will administer a Health Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s health care reimbursement account to pay for health care expenses as permitted by state and federal law, regulations and guidelines and as permitted by the County’s Section 125 Plan document.
ARTICLE XXV    SALARIES

1. During the term of this Agreement the Attorney salary schedule (Schedule L) will be increased as follows:
   
a. Effective the first day of the first pay period following adoption of this 2023-2026 MOU, the salary schedule will be increased by 4.75%.
   
b. Effective June 28, 2024, the salary schedule will be increased by 4.25%.
   
c. Effective June 27, 2025, the salary schedule will be increased by 4.0%.
APPENDIX A

Classes included in the Attorney Unit:

2306 Attorney I
2307 Attorney II
2308 Attorney III
2336 Deputy Attorney IV
2337 Senior Deputy Attorney
MEMORANDUM OF UNDERSTANDING

2019-2023-2026

COUNTY OF ORANGE

AND

THE ORANGE COUNTY ATTORNEYS ASSOCIATION

FOR THE

ATTORNEY UNIT

This Memorandum of Understanding sets forth the terms and conditions of employment for members of the Attorney Unit represented by the Orange County Attorneys Association for the period beginning July 1, June 30, 2019 through June 30, 2026. Unless otherwise indicated herein, all provisions shall become effective upon the date of Board adoption, [anticipated August 8, 2023].
PREAMBLE

Recognition

Pursuant to the provisions of the Employee Relations Resolution of the County of Orange and the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.), the Orange County Attorneys Association, hereinafter referred to as OCAA, is certified as the Recognized Employee Organization for the Attorney Unit. The County hereby recognizes OCAA as the exclusive representative of employees in this unit with respect to wages, hours, and other terms and conditions of employment.
DEFINITIONS

The following terms as used in this Memorandum of Understanding shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

ASSOCIATION shall mean the Orange County Attorneys Association.

BOARD shall mean Board of Supervisors of the County of Orange.

CHIEF HUMAN RESOURCES OFFICER shall mean the Chief Human Resources Officer or his or her designee.

CONTINUOUS SERVICE shall mean employment in a regular position which has not been interrupted by resignation, discharge or retirement. Official Leaves of Absence shall not be credited toward continuous service.

COUNTY shall mean the County of Orange and special districts governed by the Board of Supervisors.

DISABILITY RETIREMENT shall mean a service or non-service connected disability retirement pension under the Orange County Employees Retirement System.

EMERGENCY means an unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, a pressing necessity.

EMPLOYEE shall mean a person employed by the County and covered by the terms of this Memorandum of Understanding, except where the natural construction of this Memorandum of Understanding indicates otherwise.

EXEMPT EMPLOYEE shall mean a regular, limited-term or probationary employee who is designated as Executive, Administrative or Professional per the provisions of the Fair Labor Standards Act.

FULL-TIME EMPLOYEE shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours equal those of a full workweek or work period as described hereinafter.

LIMITED-TERM EMPLOYEE shall mean an employee employed in a limited-term position except where a regular position is converted to a limited-term position, the incumbent shall retain his or her former status. As an exception to this definition, a limited-term employee may also be used to fill a regular position when the incumbent employee is on Official Leave of Absence.

LIMITED-TERM POSITION shall mean a position which the County has determined has no anticipated long-range funding or has uncertain future funding.
**OFFICIAL PERSONNEL FILE** shall mean the department and/or Personnel Department file of personnel records maintained on each employee.

**PART-TIME EMPLOYEE** shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours do not equal those required of a full-time employee.

**PERSONAL EMERGENCY** shall mean an event or circumstance of a serious nature which is beyond an employee’s control and which necessitates the employee’s absence from County duty, including, but not limited to, those events and circumstances which require the employee's prompt attention to avoid possible financial loss to, or damage to the health of, either the employee or a member of his or her household.

**PRACTICABLE** shall mean feasible; reasonably able to accomplish.

**PROBATIONARY EMPLOYEE** shall mean an employee who is serving a probation period and is employed in a regular or limited-term position.

**PROMOTION** shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step on the new salary range is at least one (1) full step higher than the maximum step of the old salary range.

**REASSIGNMENT** shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum step on the new salary range is less than one (1) full step higher or lower than the maximum step of the old salary range.

**RECRUITING STEP** shall be the first step of the salary range allocated to a class unless otherwise authorized by the Board or the Chief Human Resources Officer.

**REDUCTION** shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step of the new salary range is at least one (1) full step lower than the maximum step of the old salary range.

**REGULAR EMPLOYEE** shall mean an employee who is not on probation and is employed in a regular or limited-term position.

**REGULAR POSITION** shall mean a position established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized by minute order of the Board.

**SENIORITY** shall mean total continuous full-time equivalent service as a regular employee.

**Y-RATE** shall mean a pay rate outside of the assigned salary range of a class.
ARTICLE I WORK PERIOD AND PREMIUM PAY

Section 1. Work Period

A. The official work period for employees in this Unit shall start on a Friday and end on the second Thursday thereafter. Employees are not governed by the customary eighty (80) hour work period and may be expected to work more than eighty (80) hours in a given work period or allowed to work less than eighty (80) hours pursuant to the specific dictates of the assignment. The Department Head shall regulate said work periods based on the needs of the County with due regard to maintaining reasonable and equitable work periods for all employees.

B. In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election provided that such election work does not unduly interfere with the employee's regular assignment. Election work shall be compensated at the rate authorized for such work.

Section 2. Premium Pay

A. Attorney Special Duty Pay

1. When an employee is assigned Attorney Special Duty by the County, or Department Head, the employee shall be informed of the dates and inclusive hours of such assignment; the employee shall be compensated at the dollar amount that represents one-third (1/3) of his or her current hourly rate for each hour or partial hour worked in such assignment; and such compensation shall be paid in the pay period in which it is earned.

2. Attorney Special Duty requires the employee so assigned: 1) to be ready to respond immediately to calls for service; 2) to be reachable by telephone; 3) to remain within a specified distance from his or her work location; and 4) to refrain from activities which might impair his or her ability to perform assigned duties.

B. Bilingual Pay

1. Qualified employees who meet the following criteria shall receive an additional twenty (20) cents per hour (approximately thirty-five [35] dollars per month) for each hour worked.

   a. An employee must be assigned by departmental management to speak or translate a language in addition to English. This may include such specialized communication skills as sign language.

   b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.
c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer.

2. An employee in a bilingual assignment may request assignment to a position which does not require bilingual certification. The request shall be made in writing to the Department Head, who will consider it according to:

   a. department need;

   b. availability of a qualified replacement; and

   c. availability of another suitable assignment for the requesting employee.
ARTICLE II PAY PRACTICES

Section 1. Compensation for Employees

Employees shall receive compensation at the biweekly or hourly rate for the range and step assigned to the class in which they are employed. See Appendix for salary schedule.

Section 2. Pay for New Employees

A. A new employee shall be paid at the recruiting step of the salary range in effect for the particular class or position in which the new employee is hired except as provided in Sections 2.B., C. and D., below.

B. Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize that a particular position be filled at any step within the range. When the Board authorizes the filling of the position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships.

C. The Agency or Department Head may authorize the appointment of employees at any of the first ten (10) steps of the salary range. Such appointments shall be made only when the Agency or Department Head makes a determination that there is a direct and measurable benefit to the County from such appointments and makes a determination that the applicant’s previous training and experience enables him or her to make a greater contribution than a less experienced employee.

D. Upon recommendation of the Agency or Department Head, the County Executive Officer may authorize the appointment of employees beyond step ten (10) of the salary range when there is a direct and measurable benefit to the County for such appointment.

E. 1. The County may adjust the recruiting step of classes during the term of this Agreement, wherever justified, by recruiting and labor market considerations.

2. If a recruiting step is decreased, incumbents of the class will be unaffected.

3. If a recruiting step is increased for a class, all employees in that class below the new recruiting step shall be advanced to the new recruiting step and a new merit increase date shall be assigned as provided in Section 3.C., below, for new employees.
4. Any regular employee whose salary could be bypassed by a new employee, if that employee was hired the date of the recruiting rate change, shall have his or her merit increase date advanced to the same date provided for such new employee.

Section 3. Merit Increase Within Range

A. Salary increases within a range shall not be automatic. They shall be based upon merit and granted only upon the affirmative recommendation of the Department Head.

B. A new or rehired full-time employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class. The granting of an Official Leave of Absence (other than a Military Leave), or the imposition of a suspension shall cause the merit increase eligibility date to be extended a number of calendar days equal to the Official Leave or suspension. The extended merit increase eligibility date will be effective the first day of the pay period after said date. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of fifty-two (52) week intervals subject to the same postponement for Official Leaves of Absence or suspensions.

C. An employee in a part-time regular or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. A new or rehired employee in a part-time regular or limited-term position will have a merit increase eligibility date which shall be the first day of the pay period following completion of two thousand, eighty (2080) paid hours, exclusive of overtime.

Likewise, an employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply towards merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.

D. 1. Merit increases may be granted for one (1), two (2), or three (3) steps within the salary range based upon the employee's performance. An Overall Standard performance rating shall earn a one-two (42) step increase.

2. For any employee hired on or after July 15, 1977, the determination as to whether or not to grant merit increases beyond Step 9, and if...
E. If, in the department's judgment, the employee's performance does not warrant a salary increase on the merit increase eligibility date and a deferral of decision accompanied by an intensive effort at improved performance might be productive, the department shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. The employee may be reevaluated at any time, but in any event shall be reevaluated on the structured merit rating prior to the end of the thirteenth pay period. The employee's merit increase eligibility date shall not be changed by such deferral.

F. Should an employee's merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.

Section 4. Salary on Promotion

A. Except as modified by B., below, a regular, limited-term or probationary employee hired on or after July 2, 1976, who is promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be a full two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the new range, except that when a new probationary employee is being promoted from a class with a recruitment step higher than Step 1, the employee's new salary shall be determined by the Chief Human Resources Officer. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class.

B. Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary step no higher than the step which the employee would have achieved if the employee had remained in the class to which he or she is promoted and had demonstrated at least standard performance. The employee's merit increase eligibility date shall be reestablished in order to credit the employee with any time formerly served in the higher class.

C. Upon recommendation of the department head, the County Executive Officer may, based on consideration of such factors as external market data, internal salary relationships, position responsibilities and sound management principles, approve a rate of pay on promotion not to exceed the top of the pay range to which the employee is being promoted.
Section 5. **Salary on Reassignment**

A. When a regular, limited-term or probationary employee is reassigned to a class with the same recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

B. When a regular, limited-term or probationary employee is reassigned to a class with a higher recruiting step, such employee's salary shall be advanced the number of steps difference between recruiting steps, and the employee shall retain his or her former merit increase eligibility date, except as provided in E., below. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

C. When a regular or limited-term regular employee is reassigned to a class with a lower recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

D. When a probationary or probationary limited-term employee is reassigned to a class with a lower recruiting step, such employee shall have the same salary, step status, probation status and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

E. When a regular, limited-term or probationary employee is involved in a series of reassignments among classes with the same salary range but different recruiting steps, his or her salary and merit increase eligibility date shall be determined by the Chief Human Resources Officer.

Section 6. **Salary on Reduction**

A. 1. When a probationary employee, an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's Department Head is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 3.B., above, or the employee's salary and merit increase eligibility date may be determined by the Chief Human Resources Officer.
2. When a promotional probationary employee, an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's Department Head is reduced to a class the employee occupied in good standing, the employee shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

B. When a regular or limited-term regular employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest amount to a two (2) step reduction, or the employee shall receive the maximum step of the salary range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class, unless the employee thereby is placed at the recruiting step of the new salary range, in which case the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.

C. When a regular or limited-term employee in good standing is reduced to a position in a lower class for reasons other than unsatisfactory performance, or when a regular or limited-term employee is voluntarily reduced to a position in a lower class as a form of disability accommodation, the employee shall receive the highest salary in the new salary range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his or her merit increase eligibility date.

D. When a regular, limited term or probationary employee is reduced because the position the employee occupied is reclassified, the applicable salary shall be determined as follows:

1. If the salary of the employee is the same or less than the maximum of the new class, the salary and merit increase eligibility date of the employee shall not change.

2. If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range, the salary of the employee shall be reduced to the maximum salary for the new class.
### Y-RATE SCHEDULE

<table>
<thead>
<tr>
<th>Years of Full-Time Continuous Service</th>
<th>Duration of Y-Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>Two years from the date of reclassification</td>
</tr>
<tr>
<td>5 years but less than 10 years</td>
<td>Three years from the date of reclassification</td>
</tr>
<tr>
<td>10 years but less than 15 years</td>
<td>Four years from the date of reclassification</td>
</tr>
<tr>
<td>15 years but less than 20 years</td>
<td>Five years from the date of reclassification</td>
</tr>
<tr>
<td>20 years but less than 25 years</td>
<td>Six years from the date of reclassification</td>
</tr>
<tr>
<td>25 years or more</td>
<td>Seven years from the date of reclassification</td>
</tr>
</tbody>
</table>

3. When an employee on Y-Rate accepts a voluntary reduction, his or her salary shall be reduced by the amount of the difference between the maximum salary of the class from which the employee is being reduced and the maximum salary of the new class.

### Section 7. Salary on Reclassification

The salary of a regular, limited-term or probationary employee whose position is reclassified shall be determined as follows:

A. If the position is reclassified to a class with the same salary range, the salary and merit increase eligibility date of the employee shall be governed by Article II, Section 5.A., B. or C.

B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article II, Section 4.A.

C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article II, Section 6.D.2.
Section 8. Salary on Reemployment

A. A person who is re-employed in the same occupational series in which the person held regular status and was separated in good standing, may upon approval of the Chief Human Resources Officer be appointed at a step higher than the recruiting step, but no higher than the step the person received at the time of separation unless appointment is at an advanced step or rate pursuant to Article II, Section 2.C.

B. A former County employee on paid County retirement may be re-employed for the maximum allowable time, pursuant to Government Code provisions, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

Section 9. Changes in Salary Allocation

If a class is reassigned to a different salary range, each employee in the class shall be compensated at the same step in the new salary range as he or she was receiving in the range to which the class was previously assigned.

Section 10. Additional Compensation

Notwithstanding anything in this Memorandum of Understanding to the contrary, when, in the judgment of the Board, it becomes necessary or desirable to utilize the services of County employees in capacities other than those for which they are regularly employed, the Board may authorize and, if appropriate, fix an additional rate of compensation for such employees.
ARTICLE III  GENERAL PERSONNEL PROVISIONS

Section 1.  Probation

A.  New Probation

1.  Full-Time Employee

   A new or re-employed employee in a regular or limited-term position shall be placed on a new probation period for fifty-two (52) weeks from the date of appointment ending with the first day of the pay period following completion of said period.

2.  Part-time Employees

   A new or re-employed employee in a part-time regular or limited-term position shall be placed on a new probation period for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period.

B.  Promotional Probation

1.  Except for circumstances covered by B.2. below, whenever a full or part-time employee is promoted, other than a temporary promotion, the employee shall serve a promotional probation period as follows:

   a.  Full-time employees

      1)  Employees promoting into a position as an Attorney II or as an Attorney III shall serve a promotional probation period of fifty-two (52) weeks from the date of promotion ending the first day of the pay period following completion of said period.

      2)  Employees promoting into a position as an Attorney IV or as a Senior Deputy shall serve a promotional probation period of twenty-six (26) weeks from the date of promotion ending with the first day of the pay period following completion of said period.

   b.  Part-time employees

      1)  Employees promoting into a position as an Attorney II or as an Attorney III shall serve a promotional probation period of two thousand eighty (2080) paid hours ending with the first day of the pay period following completion of said period.

      2)  Employees promoting into a position as an Attorney IV or as a Senior Deputy shall serve a promotional probation period
of one thousand forty (1040) paid hours ending with the first day of the pay period following completion of said period.

2. When a regular or regular limited-term employee is promoted as a result of the employee's position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished, the incumbent employee shall not serve a promotional probation period.

3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's Department Head is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted probationary period in that class.

C. Failure of Probation

1. New Probation

An employee on new probation may be released at the sole discretion of the department at any time without right of appeal or hearing except as provided in C.3., below.

2. Promotional Probation

a. An employee on promotional probation may be failed at any time without right of appeal or hearing except as provided in C.3., below, and except that failing an employee on promotional probation must not be arbitrary, capricious or unreasonable.

b. An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.

c. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the previous class for the purpose of training for a promotion to a higher class.

When an employee is returned to his or her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position other than at the direction of the employee's Department Head shall not have the right to return to his or her former class.
d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

3. An employee who alleges that his or her probationary release/failure was based on discrimination by the County in violation of Article XVIII, NONDISCRIMINATION, may submit a grievance at Step 2 of the grievance procedure within ten-fourteen (1014) days after receipt of notice of failure of probation.

D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or limited-term positions, except as provided in Section 4.D., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand forty (1040) hours shall equal twenty-six (26) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.

2. When a Department Head or his or her representative passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in Sections 1.E, 1.,2. and 3. of this Article, below, and an employee who is permitted by the department to work beyond the end of a probation period shall be deemed to have passed such probation period.

3. An employee who is on probation may not transfer from one (1) department to another in the same class without the approval of the Chief Human Resources Officer.
E. Extension of Probation Periods

1. The granting of an Official or Military Leave of Absence shall cause the employee's probation period to be extended by the length of the Official Leave or by the length of the Military Leave in excess of fifteen (15) calendar days. If the employee is on probation, the extended probation period resulting from the Official or Military Leave of Absence shall end with the first day of the pay period after said extended date.

An employee who is on Administrative Leave with Pay or suspended shall have his or her probation extended by the length of the Administrative Leave with Pay or suspension, with the extended probation period ending with the first day of the pay period after said extended date.

2. The Chief Human Resources Officer shall extend the new or promotional probationary periods of incumbents appointed as a result of a selection procedure which is appealed. Such probationary periods shall be extended no longer than sixty (60) calendar days from the date on which the County receives the Appeals Officer's findings and decision. In the event an employee's probationary period is extended by the provisions of this Section, and such an employee has served a probationary period which is longer than the probationary period normally prescribed for new or promotional probation, such an employee may fail probation during the extended period only upon recommendation of the Appeals Officer and final determination of the Board of Supervisors.

3. Upon the recommendation of the agency/department or the request of the employee with the concurrence of the agency/department, the probation period of an employee may be extended on a one-time basis. Such an extension is at the sole discretion of the Chief Human Resources Officer for a period not to exceed ninety (90) calendar days provided such action is approved by the Chief Human Resources Officer before the normal probation period is completed and provided that management has given the employee timely interim and final evaluations. The final evaluation must indicate specific areas where improvement is needed in order to pass probation. Denial of a request to extend a probation period shall not be subject to appeal or hearing.

Section 2. Performance Evaluation

A. The County shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-term full and part-time employees at least once for every two thousand eighty (2080)
hours of service; and in addition, for employees on probationary status, at least once near the middle of the probation period.

During 2015, the four County departments that utilize attorneys (ie., District Attorney, Public Defender, County Counsel, and Child Support Services) will meet to develop consistent generic guidelines on what is considered “standard,” “above standard,” and “outstanding” performance. OCAA will have input into the development of these generic guidelines.

B. The County shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.

C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee.

Section 3. Contents of Personnel File

A. No material will be placed in an employee's official personnel file without being shown to the employee.

B. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.

C. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file in any case where the employee has a grievance related to performance, to a performance evaluation or is contesting his or her suspension or discharge from County service.

D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.

E. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel file, such reply to become a permanent part of such employee's official personnel file.

F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Chief Human Resources Officer and the employee concerned or by an order of an arbitrator, court or impartial hearing officer unless the particular item is otherwise required by law to be kept.

Section 4. Status of Limited-Term Employees

A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article XI, LAYOFF PROCEDURE, which accrue to employees in regular positions.
B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the Department Head shall become a limited-term regular employee.

C. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of vacation, sick leave and annual leave accrual, retirement and layoff. The requirement that such employees serve a new probation period may be waived by the County. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of vacation, sick leave and annual leave accrual, retirement, layoff and new employee probation.

D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in E., below.

E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the Department Head shall retain their former status and retain their layoff benefits in their former layoff unit. The Department Head shall make such an order in writing prior to the date of transfer or promotion.

Section 5. Temporary Promotion

A. A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class unless the employee requests to be reassigned to his or her former class. In such a case the employee shall be reassigned within five (5) working days.

B. A department may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours but less than one (1) year.

C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the step status and merit increase eligibility date he or she would have achieved if the employee had
remained in the lower class throughout the period of his or her service in the higher class.

D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his or her former class and department. A temporary promotion shall not exceed a period of eighteen (18) months.

Section 6. Reemployment of Employees on Disability Retirement

A. Employees retired for physical disability who are interested in pursuing reemployment with the County will be advised to contact the Orange County Employees Retirement System (OCERS) to determine the impact of reemployment on their disability retirement benefits.

B. Employees retired for physical disability who contacted and received advice from OCERS under subsection A above, who within two (2) years from the date of retirement or date their disability retirement is discontinued, request and qualify for positions in the County service shall be placed on the County Preferred Eligible List with respect to such positions. They will be placed on such list in chronological order of retirement but following the last person on layoff status. They will remain on such list for a period of two (2) years from the date of retirement, or date their disability retirement is discontinued, except that:

1. A person appointed to a regular position in the County service shall be removed from the list.

2. A person who, on two (2) separate occasions, rejects or fails to respond within three (3) calendar days to offers of employment in a class for which he or she is qualified shall be removed from the list.

3. A person who on three (3) separate occasions, declines referral for interviews in a class for which he or she is qualified shall be removed from the list.

Section 7. Reemployment of Regular Employee

A regular employee who leaves County employment and is reemployed within fifteen (15) calendar days shall be deemed to have been on Departmental Leave for such period of time.

Section 8. Requests for Job Sharing

The County will consider Job Sharing requests submitted by employees. The request shall include a comprehensive plan of how the work would be accomplished. Management may modify or terminate job sharing arrangements upon two weeks’ notice to the employee(s). Wherever practicable the department will provide a sixty (60) day notice. Unless it is specifically stated otherwise, Job Sharing employees will receive benefits based on their part time status.
Section 9. **Time Off for Selection Procedures**

A regular, limited-term or probationary employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations and interviews required by the Chief Human Resources Officer during working hours for the purpose of determining eligibility for movement to another class in the County service or transfer from one (1) agency/department to another class in the County service or transfer from one (1) agency/department to another.

Section 10. **Transfer Policy for OCAA Officers and Grievance Representatives**

Management shall not, wherever practicable, assign an OCAA officer or Grievance Representative to a different location if:

A. the employee's performance is standard or better; and

B. OCAA objects to such assignment (OCAA shall not object to such assignment change, except for good cause); and

C. there is another employee in the same classification in the department who meets the specific qualifications for the assignment.
ARTICLE IV LEAVE PROVISIONS

Section 1. Sick Leave

A. Accrual of Sick Leave

1. During the first three (3) years of employment, an employee shall earn .0347 hours of Sick Leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately nine [9] days per year).

2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of Sick Leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately twelve [12] days per year).

3. Sick Leave earned shall be added to the employee's Sick Leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.

4. Employees may only accumulate up to a maximum of 1500 hours of sick leave.

B. Permitted Uses of Sick Leave

Sick Leave may be applied to:

1. An absence necessitated by employee’s personal illness, injury or disability due to pregnancy or childbirth.

2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.

3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family, provided that such absence shall be limited to a maximum of three (3) working days for each occurrence. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, grandparent or legal guardian. If the
absence qualifies as Family Leave under applicable federal or state law, the absence shall be governed by this section or applicable law, whichever provides the greater benefit to the employee.

5. Absence from duty because the employee’s presence is needed to attend to the illness of the employee’s child, spouse, parent or domestic partner, to the extent required by Labor Code section 233.

6. Absence from duty because: (1) the employee’s presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to 24 hours or three (3) working days (whichever is longer) per year. For purposes of this Section “family member” means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).

The first three days or 24 hours, whichever is greater, of paid sick leave taken each 12-month period will be considered sick leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014 (California Labor Code sections 245-249). The 12-month period is July 1 through June 30 for employees hired prior to July 1, 2015. For employees hired on or after July 1, 2015, the 12-month period is the 12-month period beginning on the employee’s hire date.

7. Illness while on paid vacation will be charged to Sick Leave rather than vacation only under the following conditions:

   a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.

   b. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to Sick Leave.

   c. The department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.

   d. Upon the employee’s return to work, the employee must furnish the department with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.

8. Absence from duty because of personal business not to exceed forty (40) working hours during the fiscal year.
9. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

10. Up to eight (8) hours of sick leave per fiscal year may be donated as a part of the County’s Catastrophic Leave Donation plan.

11. If an employee is a parent, legal guardian, or grandparent who has custody of a child enrolled in a California public or private school, kindergarten through grade twelve (12), or in a licensed child day care facility, the employee may use up to ten (10) hours per fiscal year, to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or childcare facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child’s school related disciplinary issue. Time off requests to attend such events are non-discretionary, but shall be requested in advance to the extent possible.

C. Prohibited Uses of Sick Leave

Sick Leave shall not be applied to:

1. Absence caused by illness or injury to a member of the employee's family except as provided in B.4., B.5 or B.6., above.

2. Absences which occur on a County holiday.

D. General Provisions

1. In any use of Sick Leave, an employee's account shall be charged to the nearest quarter hour.

2. Except as limited by law, an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of medical condition or medical or dental office calls when the department has notified the employee in advance of such a requirement, or when the employee has been under the care of a physician.

Section 2. Bereavement Leave

Bereavement leave is paid leave which is available to an employee related to the death of a member of the employee's immediate family as defined below.

A. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, child, step-child, grandparent, grandchild or person with whom the employee has/had a legal guardian relationship.
B. Upon request, regular, limited-term or probationary employees who are in full-time paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts for each death, and employees who are in part-time paid status shall receive time off with pay, not to exceed the number of hours scheduled in a part-time employee’s normal workweek for each death.

C. Generally, time off shall be taken in whole day increments and may be taken nonconsecutively. If requested, partial day absences may be approved if operationally feasible. Use of this leave must be completed within six (6) months of the loss. In the event there are circumstances necessitating use of bereavement leave beyond six (6) months but no more than twelve (12) months, prior written approval must be received from the supervisor within six (6) months of the loss.

An employee may request additional time off for bereavement. Additional time off shall be charged to the employee’s accrued balances and must meet eligibility requirements and conditions set forth in Article IV - Section 1, Article V, or Article VI.

Section 3. Authorized Leave Without Pay

A. Departmental Leave

A regular, limited-term or probationary employee may request a Departmental Leave Without Pay for a period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the department except in cases where Official Leave has been authorized pursuant to Sections 11, 12 and 14, below. The Department Head may require that all accumulated compensatory time be used prior to granting of Departmental Leave. The use of earned vacation or Annual Leave prior to the obtaining of Departmental Leave shall be at the option of the employee.

B. Official Leave

1. Upon request, a regular, limited-term or probationary employee may be granted an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year except as provided in subsection 2., below. Such Leave may be authorized only after an employee’s completion of a Departmental Leave provided that granting of a Departmental Leave shall not be a prerequisite to a request for Official Leave. The department may require that all or a portion of compensatory time, vacation time and not more than 192 hours of annual leave be used prior to granting such leave. Use of annual leave beyond 192 hours shall be at the discretion of the employee, subject to the Annual Leave Plan provisions.

2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the department except that requests for
Official Leave which qualify as Family Leave pursuant to applicable law shall be granted to the extent required by such law. If the department denies the extension of such Leave, the provisions of subsection 5 below, shall not apply.

3. An employee who is eligible for and requests Family Leave pursuant to Article IV, Section 14 below and applicable law, shall be granted official leave to the extent required by such law. Such leave shall be authorized only after use of leave balances as specified below:

a. When Official Leave involves the employee’s own serious health condition – after all accumulated compensatory time, vacation accruals, sick leave or annual leave have been used.

b. When Official Leave is used for all other reasons – after all accumulated compensatory time and vacation accruals or not more than 192 hours of annual leave have been applied toward the absence.

The use of annual leave beyond 192 hours shall be at the discretion of the employee, subject to the Annual Leave provisions.

4. An employee shall give notice two (2) weeks prior to the date he or she wants to return to work, except that an employee returning from Family Leave shall give the lesser of two (2) weeks’ notice or the maximum notice allowable under applicable law. If an employee does not give two (2) weeks’ notice prior to the date he or she wants to return to work, the Department shall not be required to return the employee to work until the employee gives such notice; however, the Department may waive the notice or reduce the notice period at its discretion.

5. Except as to leaves which must be granted pursuant to Sections 11, 12 and 14 of this Article, the department shall indicate on the request its decision as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Chief Human Resources Officer. He or she shall deliver a copy to the employee. If the Department Head does not approve a request for Official Leave, the employee may, within fifteen (15) calendar days of this action, file a request for review with the Chief Human Resources Officer. The Chief Human Resources Officer shall review the request and make a decision within seven (7) calendar days. The decision of the Chief Human Resources Officer shall be final.

6. An Official Leave shall not be deemed a break in County service, but such Leave shall not be credited toward continuous service.

C. General Provisions
1. A request for a Leave of Absence shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, and the probable date of return.

2. A request for Leave of Absence Without Pay shall normally be initiated by the employee, but may be initiated by the employee's department only where the employee is unable to initiate such action, except in cases where the provisions of Section 11.A. below apply.

Section 4. Official Leave for Nonoccupational Disability

A. A regular, limited-term or probationary employee shall be granted upon request an Official Leave of Absence Without Pay for up to six (6) months for a nonoccupational disability including disabilities related to pregnancy and childbirth provided that the employee meets the following conditions:

1. A medical statement indicating that the employee is unable to perform the duties of their job, the expected date of return and period of disability shall be submitted with the Leave request.

2. a. Except as set forth in subsection “b” below, such Leave shall begin after all accrued compensatory time, vacation time and 192 hours of annual leave for full-time employees and 96 hours of annual leave for part-time employees have been applied toward the absence. The use of annual leave beyond 192 hours (or 96 hours for part-time employees) shall be at the discretion of the employee, subject to the Annual Leave provisions.

b. For pregnant employees the leave will begin after all accrued compensatory time, vacation time and 50 hours of annual leave for full-time employees and 25 hours of annual leave for part-time employees have been applied toward the absence. The use of annual leave beyond 50 hours (or 25 hours for part-time employees) shall be at the discretion of the employee, subject to the Annual Leave provisions. Once all annual leave has been exhausted, the 50/25 hour requirement will apply to the use of accrued vacation time.

3. The employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours or more. (This provision does not apply to pregnancy disability leave.)

4. For employees who are disabled because of pregnancy, as defined by state law, the County will maintain and pay for an eligible employee’s coverage under the County’s group health plan for the duration of the leave, not to exceed four (4) months over the course of a 12-month period, at the level and under the conditions that
coverage would have been provided if the employee had continued in employment continuously for the duration of the leave.

B. If additional Leave is desired, the employee may request additional Leave in accordance with Official Leave, Section 3.B., above.

C. Unless otherwise required by law, an employee shall not be entitled to more than one (1) such Leave pursuant to this Section per twelve (12) month period; provided, however, that if the absence also qualifies for Family Leave pursuant to Article IV, Section 14, or applicable law, the absence shall be granted to the extent required by applicable law.

Section 5. Attorney Leave With Pay Bank

When an Attorney III, Attorney IV, or Senior Deputy is required to work hours substantially above the norm for an extended period of time, the employee becomes eligible to request leave with pay from the Attorney Leave With Pay Bank.

A. Eligibility
   1. Regular or limited-term Attorney IV's or Senior Deputies.
   2. Regular or limited-term Attorney III's who are not on probationary status.
   3. The work hour requirements are met.

B. Allocations
   1. Effective June 27, 2003, departmental allocations to the Attorney Leave With Pay Bank will be twenty-four (24) hours per Attorney III, Attorney IV or Senior Deputy.
   2. At the conclusion of the allocation period, the unused portion of the allocated hours, if any, will be deleted.

C. Procedures
   1. Employees may submit requests for eligibility for the Attorney Leave With Pay Bank.
   2. The department will determine eligibility based on the criteria stated in this Section.
   3. Eligible employees may request up to twenty-four (24) hours leave with pay once per fiscal year in a manner prescribed by the department.
4. Leave with pay requests for eligible employees shall be scheduled by the department; however, consideration shall be given to effectuating the wishes of those employees requesting specific Attorney Leave With Pay periods.

5. Grievances regarding Article IV, Section 5 are not referable beyond Step 1 of the grievance procedure.

Section 6. Absences Caused by Medical Conditions

An employee who is absent from work for a period of more than fourteen (14) consecutive calendar days due to illness, injury or pregnancy shall not be permitted to resume work until and unless the employee obtains a medical clearance from a physician designated by the County.

Section 7. Jury Duty Leave

A regular, limited-term or probationary employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty which occur during the employee's regularly scheduled working hours provided the employee deposits the employee's fees for such hours of jury duty, exclusive of mileage, with the County Treasurer. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury duty. Such requests shall be granted if practicable.

Section 8. Witness Leave

A regular, limited-term or probationary employee who is called to answer a subpoena as a witness for court appearances, during the employee's work hours, except where the employee is a litigant, shall be compensated at his or her regular rate of pay for all hours of absence from work due to answering the subpoena provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the County Treasurer. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

Section 9. Leave for Union Business and Officer Leave

A. Leave Without Pay - The County shall allow a regular, limited-term or probationary employee up to five (5) working days absence without pay during each payroll year for the term of this Agreement to perform official union business, provided that:

1. OCAA shall make such a request to the employee's Department Head at least ten (10) days in advance.
2. OCAA shall not request that such Leave be effective for more than three (3) employees on any workday.

3. The services of such an employee are not immediately required by the County, and other competent employees are available to do the employee's usual work.

B. Officer Leave With Pay - The County agrees to grant, if requested by OCAA, Officer Leave with pay and without loss of any benefits, except as provided below, to a designated officer (“Officer”) of OCAA during the term of this Memorandum of Understanding provided that:

1. The Officer Leave shall be for a minimum of eight (8) hours.

2. The Officer Leave is requested not less than five (5) calendar days in advance. Said notice may be waived by mutual agreement.

3. OCAA promptly reimburses the County for all OCAA Officer salary expenses incurred during the Officer Leave.

4. OCAA promptly reimburses the County for all benefit expenses incurred during the Officer Leave of Absence.

5. The employee shall continue to conform to the department rules and regulations that are not inconsistent with Officer Leave.

6. Vacation and sick leave accrual rates will apply to the employee as though he or she were on duty status.

7. The merit increase eligibility date, if applicable, shall be extended a number of calendar days equal to the Officer Leave. This extended merit increase eligibility date will be effective the first day of the pay period after the expiration of the extended period.

8. The probation period, if applicable, shall be extended by the length of the Officer Leave. The extended probation period shall end on the first day of the pay period following the expiration of the extension period.

9. Layoff points shall not be affected by Officer Leave.

10. Not more than one (1) employee shall be eligible for Officer Leave at any one (1) time; provided that Officer Leave hereunder shall be considered to be in addition, and as a supplement, to both (1) the "official time" to negotiate with the county provided by Section 15 of the Employee Relations Resolution; and (2) the 5-working days for leave for Union business in Article IV, Section 9.A.

Section 10. Absence Without Authorization
A. Absence without authorization for three (3) consecutive working days shall be considered an automatic resignation.

B. If an employee does not have authorization to be absent from work, such employee may request authorization from the Department Head prior to the expiration of the time limit specified in A., above.

C. When an employee has been absent without authorization and the County plans to invoke the provisions of 10.A., above, at least (10) calendar days prior to accepting and entering an automatic resignation, the County shall send written notice to the employee's last known address by certified mail with return receipt requested, and shall deposit such notice in the United States mail with postage fully prepaid. Notice is complete upon mailing. Such written notice shall contain:

1. a statement of the County's intention to accept and enter the employee's automatic resignation and its effective date;
2. a statement of the reasons for considering the employee to have automatically resigned;
3. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
4. a statement of the employee's right to representation;
5. a copy of the automatic resignation provisions which apply to the employee;
6. a statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the employee has waived any right to appeal the automatic resignation.

D. An automatic resignation shall not be accepted and entered if the employee 1) responds to the notice before the effective date, 2) provides an explanation satisfactory to the agency/department as to the cause of the unauthorized absence and reasons for failing to obtain an authorized leave, and submits any pertinent documentation to substantiate such reasons, and 3) is found by the agency/department to be ready, able and willing to resume the full duties of his or her position.

E. An employee who is permitted to continue his or her employment pursuant to C. and/or D., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the Agency/Department determines it is appropriate to use sick leave, compensatory time, vacation, annual leave or other paid leave to cover the absence.
F. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.

G. Automatic resignation shall not be considered a discharge under the provisions of Article IX, DISCIPLINARY ACTION.

Section 11. Parenthood Leave

A. A regular, limited-term or probationary employee shall be granted, upon request, a Parenthood Leave Without Pay of up to six (6) months in connection with the birth or placement for legal adoption of a child provided the employee meets the following conditions:

1. The requested Leave is commenced within six (6) months before or after the date of birth or placement for legal adoption of the child.

2. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.

3. Such employee has completed new probation.

4. All accrued compensatory time, vacation time and 192 hours of annual leave for full-time employees and 96 hours for part-time employees has been applied toward the absence. The use of annual leave beyond 192 hours (or 96 hours for part-time employees) shall be at the discretion of the employee, subject to the annual leave provisions.

B. Employees shall not be eligible for more than one (1) such Leave within any twelve (12) month period. If the absence also qualifies for Family Leave pursuant to Article IV, Section 14, and/or Pregnancy Disability Leave under California law, the absence shall be governed by this Section, or applicable law, whichever provides the greater benefit to the employee, unless otherwise required by law.

C. Sick Leave or Annual Leave may be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article provided the employee has furnished the department with a certificate signed by a licensed physician stating the employee is unable to perform the duties of their job, the expected date of return and period of disability.

D. Pregnant employees may also apply for a Nonoccupational Disability Leave for the term of disability as provided in Section 4. of this Article.

E. Parenthood Leave shall not be credited toward continuous service.

F. For employees on Parenthood Leave, merit increase dates, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.
Section 12. **Workers' Compensation Leave**

A. When an injury is determined to be job-related in accordance with Article XII, a regular, limited-term or probationary employee shall be placed on Workers' Compensation Leave. If such determination cannot readily be made, and all sick leave or 192 hours of annual leave has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.

B. Workers' Compensation Leave shall continue until the employee:

1. is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or

2. is determined to be physically able to return to work with medical restrictions which the County can accept, and such determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or

3. accepts employment outside the County; or

4. accepts employment in another County position; or

5. has been found to be permanent and stationary and is not rehabilitated as provided by law; or

6. is retired pursuant to Government Code provisions.

C. If practicable, an employee on Workers' Compensation Leave will give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks' notice prior to the date he or she wants to return to work, the department shall not be required to return the employee to work until such notice is given; however, the department may waive the notice or reduce the notice period at its discretion.

Section 13. **Leave for Attendance at Professional Conferences**

A. A regular, limited-term or probationary employee shall receive, upon request, three (3) days (24 hours) Leave with pay each fiscal year for attendance at professional conferences subject to the following conditions:

1. A request is made in advance in the manner prescribed by the department.

2. The conference is job related.

3. Costs connected with the conference attendance, including registration, meals, transportation and/or lodging, if any, are not provided under this Section.
4. The employee's performance is standard or above.

B. Attendance at conferences by members of this Unit shall be scheduled throughout the fiscal year to avoid concentration of absences at the same time in the department or in the assigned unit.

C. Multiple requests to attend the same conference or conferences scheduled at the same time will be considered based upon availability of adequate coverage in the Unit, past record of conference attendance and applicability of the conference to the specific work assignment.

D. Requests may be made for more than three (3) days leave for attendance at a professional conference in any one (1) year under this provision; however, approval shall be at the sole discretion of the department.

E. Attendance at conferences out of the general area will require approval under the County Travel Request procedure. Travel Requests which do not seek County payment of any costs connected with conference attendance other than paid leave will be recommended for approval by the department provided the conditions of Section 13 are satisfied.

F. Out-of-state travel time is not applicable to leave for attendance at professional conferences.

Section 14. Family Leave

A. General Provisions

1. Family Leave shall be granted to the extent required by law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the California Family Rights Act (CFRA). Unless otherwise provided by this Section, “family leave” under this Agreement shall mean leave pursuant to the FMLA and CFRA.

2. Family Leave may be used in the following situations:

   a. An employee’s serious health condition which makes the employee unable to perform the functions of his/her job, except for leave taken for disability due to pregnancy, childbirth or related medical conditions;

   b. The birth of a child, and in order to care for the newborn child within one year of birth;

   c. Placement of a child for adoption or foster care within one year of the placement;
d. An employee’s presence is needed to attend to a serious health condition of the employee’s child, spouse, registered domestic partner, parent or child of an employee standing in loco parentis (those with day-to-day responsibilities to care for and financially support a child).

e. Leave for a qualifying exigency arising out of the fact that the employee’s spouse, registered domestic partner, child or parent is on covered active duty or called to active-duty status in the Armed Forces.

f. Leave to care for a spouse, registered domestic partner, child, parent, or “next of kin” who is a covered servicemember of the Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces.

3. The County and OCAA agree that certain other types of leave available to employees under this Agreement may meet the requirements of Family Leave pursuant to applicable law. The County may apply any time during which an employee is on such leave against the amount of Family Leave to which the employee is entitled.

4. Eligibility for Family Leave will be determined according to the requirements of applicable law.

5. Family Leave shall not exceed twelve (12) work weeks for situations covered by subsection A(2)(a) – (d) above or twenty-six (26) weeks to care for a covered service member (subsection A(2)(e) and (f) above) during any calendar year. Where Family Leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

6. Leave taken under the FMLA for disability due to pregnancy shall run concurrently with leave taken under the California Pregnancy Disability Act. A family member may also be entitled to an additional twelve (12) weeks of bonding time under the CFRA.

7. When a request for Family Leave is approved, the Department shall determine whether sick leave, vacation, compensatory time and/or annual leave is to be applied. Such determination shall be consistent with other leave provisions of this Agreement. Regardless of the determination, an eligible employee may choose to substitute sick leave, vacation, annual leave or compensatory time for unpaid Family Leave. Paid leave will run concurrently with unpaid Family Leave when taken for an FMLA/CFRA qualifying event.
B. Notification Requirements

1. Employees shall provide at least 30 days verbal notice sufficient to make the agency/department aware that the employee needs Family Leave for reasons qualifying for Family Leave under this agreement or applicable law, and the anticipated timing and duration of the leave. Where 30 days advance notice is not practicable, notice must be given as soon as practicable.

2. The agency/department will promptly (within two business days absent extenuating circumstances) notify an employee if leave is to be counted as Family Leave. Family Leave may not be retroactively designated by the agency/department as Family Leave or CFRA leave except as provided by law.

C. Verification

1. As a condition to the approval of Family Leave, an employee may be required to furnish certification from the health care provider which states: (1) the date on which the condition commenced; (2) the probable duration of the condition; (3) an estimate of time that the employee needs to be off; (4) that the employee cannot perform his or her duties because of the employee’s own serious health condition or that care is needed when the leave is for an eligible family member pursuant to applicable law.

2. Employees who request leave to care for a covered servicemember who is a child, spouse, parent, registered domestic partner, or “next of kin” of the employee must provide written certification from a health care provider regarding the injured service member’s injury or illness.

3. The first time an employee requests leave because of a qualifying exigency, the employee is required to provide the County with a copy of the covered military member’s active-duty orders or other documentation issued by the military which indicates that the covered military member is on active or called to active duty in a foreign county with the dates of active-duty services. New active-duty orders or similar documentation shall be provided to the County if the need for qualifying exigency leave arises out of a different active or call to active-duty status of the same or a different covered military member.

4. Failure to provide satisfactory verification of the necessity for Family Leave is grounds for denial of the Family Leave.
ARTICLE V  

VACATION

Section 1.  

Vacation Accrual

A. During the first three (3) years of employment, an employee in a full-time regular or limited-term position shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately three [3] weeks per year). Part-time employees will earn vacation on a prorated basis.

B. Commencing with the pay period following that in which a full-time employee completes three (3) years of continuous County service (6,240 hours), a full-time employee in a regular or limited-term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately four [4] weeks per year). Commencing with the pay period in which a part-time employee completes 6,240 hours of continuous County service, a part-time employee in a regular or limited term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek.

C. Commencing with the pay period following that in which the employee completes ten (10) years of continuous full-time or part-time County service, an employee in a regular or limited-term position shall earn .0962 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately five [5] weeks per year). Commencing with the pay period in which a part-time employee completes 20,800 hours of continuous County service, a part-time employee in a regular or limited term position shall earn .0962 hours of vacation for each hour of pay during his or her regularly scheduled workweek.

D. The maximum allowable vacation credit an employee may accrue at any one (1) time for a full-time employee shall be four hundred eighty (480) hours and a prorated amount equal to twelve (12) weeks of vacation for part-time employees. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee’s vacation credit drops below the maximum allowed.

Section 2.  

General Provisions

A. Not more than eighty (80) hours of paid time may be credited toward accumulation of vacation credit in any pay period.

B. As soon as practicable following adoption of the MOU by the Board of Supervisors, employees with annual leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of eighty (80) hours of vacation during the fiscal year for approved time off.
C. An Official Leave of Absence shall cause the aforementioned ten (10) years (Article V, Section 1.C. and D.) of full-time County service to be postponed a number of calendar days equal to the Official Leave.

D. When an employee’s County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required (10) years (Article V, Section 1.C. and D.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.

E. Additional vacation earned during the period of vacation may be taken consecutively.

F. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.

G. Vacation shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

H. No scheduled vacation will be cancelled except in cases of emergency.

I. Illness while on paid vacation will be charged to Sick Leave rather than vacation only under the conditions specified in Article IV, Section 1.B.5.

J. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Election Board Officer or Election Night Help.

K. An employee separating from County service for reasons other than paid County retirement shall be paid for all accrued vacation in a lump sum payment. An employee who is separating from County service by way of paid County retirement may elect either to take time off for his or her vacation or to be paid for his or her vacation in a lump sum payment.

L. Except as set forth below, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of sixty (60) hours each or one (1) increment of one hundred and twenty (120) hours.

   1. Except as set forth in subsection 2 below, an employee may not cash-out vacation time if he/she has at the time of the request a balance of accrued unused annual leave.

   2. An employee with an annual leave balance may cash-out vacation time under the following limited circumstances:

       a. The employee’s accrued vacation bank is such that s/he will reach the applicable cap (as set forth in Section 1.D above)
some time during the fiscal year (e.g., a full-time employee with 10+ years of service has at least 281 hours of accrued vacation) unless the employee is able to cash-out vacation time.

b. (If subsection “a” is satisfied) the employee may cash out vacation time or a combination of annual leave and vacation time twice during the fiscal year up to an aggregate of 120 hours.

c. Notwithstanding subsection 2.b. above, an employee with less than 120 hours of accrued annual leave, may cash-out their remaining annual leave balance and accrued vacation time necessary to reach the combined annual cash-out cap of 120 hours, irrespective of an employee reaching their maximum vacation accrual cap during the same fiscal year.
ARTICLE VI  ANNUAL LEAVE PLAN PROVISIONS

These Annual Leave provisions apply only to regular and limited term employees hired on or after July 15, 1977, and before the implementation date of the 2015-2019 Agreement.

As discussed more fully in Section 5 of this Article, effective upon implementation of the 2015-2019 MOU, employees no longer accrue annual leave. Instead, employees accrue sick leave and vacation time pursuant to Article IV, Section 1 and Article V.

Section 1.  Use of Annual Leave for Illness or Injury

A.  Annual Leave may be applied to:

1. An absence necessitated by the employee's personal illness, injury or disability due to pregnancy or childbirth.

2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.

3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family, provided that such absence shall be limited to a maximum of three (3) working days for each occurrence. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, registered domestic partner, child, grandparent or legal ward. If the absence qualifies as Family Leave under applicable federal or state law, the absence shall be governed by this section or applicable law whichever provides the greater benefit to the employee.

5. Absence from duty because the employee's presence is needed to attend to the illness of the employee's child, spouse, parent or domestic partner, to the extent required by Labor Code section 233.

6. Absence from duty because: (1) the employee's presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to three (3) working days per year. For purposes of this Section “family member” means child, parent,
spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).

7. Absence from duty because of personal business not to exceed forty (40) annual leave hours during the fiscal year.

8. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

B. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

C. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 2. Use of Annual Leave for Vacation

A. Calendared annual leave, including vacations, shall be scheduled for employees by the department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

B. No scheduled annual leave will be cancelled by the department except in cases of emergency.

C. No employee shall be required to return to work for the County in any capacity during the time of his or her paid annual leave from the County service, except in cases of emergency.

D. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Deputy Sheriff-Emergency Service, Election Board Officer or Election Night Help.

Section 3. General Provisions

A. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.

B. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for
funding said increase. Increased costs shall not be automatically assumed by the County.

Section 4. Payoff of Unused Annual Leave

A. During each fiscal year, an employee with Annual Leave balances may cash out Annual Leave as follows:

1. An employee who has less than 750 hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out 60 hours of Annual Leave; an additional 60 hours may be requested, with its payout at the discretion of the Department Head.

2. An employee who has 750 or more hours of Annual Leave as of the implementation date of this MOU, shall be allowed to cash out up to 120 hours of Annual Leave upon his/her request until such time as his/her accumulation is less than 750 hours, at which point cash-out procedures will be governed by Section 4.A.1, above.

B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below. The maximum hours of accrued annual leave balances that have cash value depends upon years of County service as noted below. The following formula is used to calculate the payoff:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Maximum Payoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 4 years</td>
<td>160 hours maximum paid at 100%</td>
</tr>
<tr>
<td>4 but less than 10</td>
<td>320 hours maximum paid at 100%</td>
</tr>
<tr>
<td>10 but less than 15</td>
<td>480 hours paid at 100%; remaining balance (up to a maximum of 1200 hours less the maximum hours paid at 100%) obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 10 years of service equals 20% cash value for remaining balance up to 1200 hours</td>
</tr>
<tr>
<td>15 or more</td>
<td>480 hours paid at 100%; remaining balance (up to a maximum of 1600 hours less the maximum hours paid at 100%) obtains cash value of 2% for each year of service, to a maximum of 50%; 25 or more years of service equals 50% of the remaining balance up to 1600 hours</td>
</tr>
</tbody>
</table>
Notwithstanding the above, no employee may receive a payoff paid at 100% that exceeds 480 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Section 1.D; remaining hours, up to the accrual limits specified in Article V, Section 1.D, will be paid from the annual leave accrual. (Accrued vacation that is taken as time-off for purposes of retirement (See Article V, Section 2.K), will be considered as a payoff for purposes of this provision.) Employees with 10 or more years of service will be eligible to receive pro-rated pay-outs at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1200 or 1600 hours depending on the years of service (i.e., at least 10 but less than 15 years v. 15+ years). For example, an employee with 18 years of service has 320 hours of accrued vacation and 580 hours of accrued annual leave at the time of separation of service. The employee would be entitled to 480 hours of full pay (320 hours of vacation and 160 hours of annual leave) plus 420 hours of pay (580 – 160) at 36% (18 years x 2%).

In addition, any annual leave taken as time off during the final two (2) pay periods of employment with the County will be deducted from the annual leave payoff provisions set forth above. This provision shall not apply to the use of family leave, pregnancy leave, workers compensation leave, or other statutorily protected leave during the final two (2) pay periods of employment.

C. Years of service as used herein shall be the equivalent of full-time continuous service in a regular position.

D. An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment under the following conditions:

1. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100% (i.e., 160 hours for employees with less than four (4) years of service, 320 hours for employees with at least four (4) years of service but less than ten (10) years of service, 480 hours for employees with at least ten (10) years of service). If the employee does not take time off or the amount of leave taken as time off does not exceed the amount of hours the employee is eligible to be paid at 100%, the remaining balance (up to the allowed maximum less the maximum hours taken as time off), shall be paid in accordance with the payoff provisions set forth in Section 4.B of this Article.

2. Notwithstanding the above, any annual leave taken as time off during the final three (3) pay periods of employment with the County will be deducted from the annual leave payoff provisions set forth above. This provision shall not apply to the use of family leave, pregnancy leave, workers compensation leave, or other
statutorily protected leave during the final three (3) pay periods of employment.

Section 5. Cessation of Annual Leave, Transition Time Period to Use Annual Leave

A. Effective upon implementation of the 2015-2019 MOU, employees no longer accrue annual leave. Instead, employees accrue sick leave and vacation time pursuant to Article IV, Section 1 and Article V.

B. Annual leave that has been accumulated prior to the implementation of the 2015-2019 MOU may be retained, provided however, that an employee who needs to use sick leave or vacation must first use accrued annual leave to its depletion prior to use of sick leave or vacation.
ARTICLE VII  
HOLIDAYS

Section 1.  Holidays Observed

A.  County employees shall observe the following holidays:

2023:  Independence Day, July 4  
       Labor Day, September 4  
       Native American Day, September 22  
       Columbus Day, October 12  
       Veteran’s Day, November 11  
       Thanksgiving Day, November 23  
       Day after Thanksgiving, November 24  
       Christmas Day, December 25

2024:  New Year’s Day, January 1  
       Martin Luther King, Jr.’s Birthday, January 15  
       Lincoln’s Birthday, February 12  
       President’s Day, Washington’s Birthday, February 19  
       Memorial Day, May 27  
       Independence Day, July 4  
       Labor Day, September 2  
       Native American Day, September 27  
       Columbus Day, October 11  
       Veteran’s Day, November 11  
       Thanksgiving Day, November 28  
       Day after Thanksgiving, November 29  
       Christmas Day, December 25

2025:  New Year’s Day, January 1  
       Martin Luther King, Jr.’s Birthday, January 20  
       Lincoln’s Birthday, February 12  
       Washington’s Birthday, February 17  
       Memorial Day, May 26  
       Independence Day, July 4  
       Labor Day, September 1  
       Native American Day, September 26  
       Columbus Day, October 10  
       Veteran’s Day, November 11  
       Thanksgiving Day, November 27  
       Day after Thanksgiving, November 28  
       Christmas Day, December 25

2026:  New Year’s Day, January 1  
       Martin Luther King, Jr.’s Birthday, January 19  
       Lincoln’s Birthday, February 12  
       President’s Day, Washington’s Birthday, February 16  
       Memorial Day, May 25
B. If a holiday falls on a Saturday but is observed on the preceding Friday by the Municipal and/or Superior Courts, employees who have been designated by the County as being necessary to the operation of said courts may be allowed to observe the Court observed Friday holiday in lieu of the Saturday holiday provided such employees are given notice of their work schedule change not less than thirty (30) calendar days prior to the holiday.

C. When a holiday falls on a Sunday, the next day shall be observed as the holiday.

D. When Christmas Day or New Year’s Day holiday falls on a Saturday, the Friday immediately preceding each day shall be observed as the holiday.

E. In the event that another bargaining unit adds holidays, such changes will be applicable to OCAA. In the event another bargaining unit exchanges a holiday observed for a new date or holiday, the parties agree to meet and confer regarding such a change being applicable to OCAA.

Section 2. Eligibility for Holiday Pay

A. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay. With County approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.

B. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.

C. An employee who elects paid County retirement on a holiday shall be paid for the holiday.

D. An employee who is terminating employment for reasons other than paid County retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.

E. Only regular, limited-term and probationary employees shall be eligible for holiday pay.

Section 3. Holiday Pay

A. On each of the holidays designated above, each full-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work. A part-time employee scheduled to work but permitted to take the day off shall receive pay
computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work.

B. Compensation for Holidays Falling on Scheduled Days Off

1. When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.

2. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.

C. Compensation for Work on Holidays

1. An employee who is required to work on Columbus, Native American Day, Veteran's Day, Day after Thanksgiving, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked.

2. An employee who is required to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day or Thanksgiving Day shall receive pay computed at one and one-half (1 1/2) times the employee's basic hourly rate for the number of hours actually worked.

3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to pay as provided in C.1. or 2. of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.

D. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation balance.

E. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this Agreement shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.

F. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the County. Consideration shall be given to effectuating the wishes of employees. Employees with existing compensatory time balances of sixty (60) hours shall be paid for all compensatory time in excess of that amount.
ARTICLE VIII  REIMBURSEMENT PROGRAMS

Section 1.  Mileage Reimbursement

A.  Subject to the current Vehicle Rules and Regulations established by the Board, an employee who is authorized to use a private automobile in the performance of duties shall be paid the Internal Revenue Service standard mileage rate for business use of a car for each mile driven during each monthly period.

Section 2.  Personal Property Reimbursement

Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee.  The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article.  Reimbursement for a watch shall be limited to the functional value of the watch.

Section 3.  Bar Fees

The County shall reimburse employees' annual basic membership fees for the State Bar of California and the Orange County Bar Association provided such employees are on the payroll on January 1st of each calendar year.

Extra-help employees who become regular employees during the calendar year are eligible for bar fee payment or reimbursement for that calendar year.

Section 4.  Attorney Optional Benefit Plan

A.  Eligibility:  A full-time regular, probationary or limited-term attorney is eligible to receive the Attorney Optional Benefit provided he or she is continuously employed in a full-time capacity in a designated class in the Attorney Unit.  Attorneys working in a job-sharing or part-time assignment whose normal workweek consists of twenty (20) hours or more will be eligible to receive fifty (50) percent of the Attorney Optional Benefit amount available to full-time employees.

Attorneys hired or promoted into the Attorney Unit after the commencement of a plan year will be eligible for the Optional Benefit on a pro-rata basis the first day of the month following the twenty-eighth (28th) day of employment in an eligible classification.

An employee on an unpaid leave of absence during the annual Open Enrollment will be provided the opportunity to make his/her elections for the upcoming plan year.  However, if the employee has not returned to work in an eligible status on January 1st of the new plan year, his/her elections will be suspended until he/she returns to work.  Upon return to work, elections
and benefits will be reinstated on a prorated basis, effective the first day of
the month following the return to work in an eligible classification.

B. Each eligible full-time employee shall be entitled to select benefits from
those listed below at a cost to the County, and be reimbursed for eligible
expenses in an amount not to exceed:

1. Two thousand ($2,000) dollars, effective the beginning of each calendar
year, for employees in the classifications of Attorney I, II, and III.

2. Three thousand five hundred ($3,500) dollars, effective each
calendar year beginning January 1, 2024, for all eligible
employees in the classifications of Deputy Attorney IV and Senior
Deputy Attorney.

3. Eligible part-time attorneys shall be reimbursed in an amount not to
exceed one half of the Optional Benefit Plan amount for full-time
attorneys in accordance with Sections 4.B.1. and 4.B.2 above.

C. The options available shall include the following types of benefits:

1. Cash (taxable).

2. Health/Accident Health Care Reimbursement Account:
   a. health care and/or dental care expenses which are not
      reimbursed through any other source (employee and/or
      dependents) as permitted by state and federal law, regulations
      and guidelines and as permitted by the County’s Section 125
      Plan Document. Examples of items covered under
      this provision may include such items as health and dental
      insurance deductibles, vision care, lenses and frames for eye
      glasses and orthodontic treatment.
   i. Any portion of the Optional Benefit allocated towards the
      health reimbursement category as outlined in Section
      4.C.3.a. will be subtracted from the amount the employee
      is eligible for under the County’s Health Care
      Reimbursement Account (if the employee participates) and
      subject to state and federal law, regulations and guidelines
      and as permitted by the County’s Section 125 Plan
      Document.
   ii. Claims shall be made in the manner and/or form
      designated by the County or its designee, and shall be paid
      subject to state and federal law, regulations and guidelines,
      and as permitted by the County’s Section 125 plan
      Document.
iii. Any portion of the optional benefit allocated towards the health reimbursement category in which claims are not incurred within the plan period shall remain County funds.

b. Employees’ share of Accidental Death and Dismemberment insurance premiums for employee and dependents available through the County. The AD&D premium option will be eliminated effective Plan Year 2021 or as soon thereafter as administratively feasible.

2. cash (taxable);

3. the County’s Defined Contribution Plan: A pre-tax contribution to the County’s Section 457(b) Defined Contribution Plan.

D. An employee who does not make an election during the election period shall receive a taxable cash lump sum following the close of the election period. Employee elections are irrevocable unless permitted by state and federal law, regulations and guidelines and allowed by the plan document. For expenses to be eligible, they must be incurred during a plan period in which an employee is eligible. Claims may be filed at any time during the plan period and all claims must be filed no later than March 31st of the next year.

E. The Chief Human Resources Officer or designee shall administer the plan in accordance with the stated purpose and pursuant to state/federal law.

Section 5. Educational and Professional Reimbursement Program

A. Effective the first full day of the first full pay period following adoption of the MOU, eligible employees may receive educational and professional reimbursement at a maximum of $2,000 per fiscal year. Terms and conditions for this reimbursement are set forth in the Personnel and Salary Resolution (PSR).

B. An attorney who is in good standing may request reimbursement of up to $2,000 of the maximum Educational and Professional Reimbursement Program allotted amount identified in Section 5.A. above for law school loan payments made during the course of the fiscal year while employed by the County. An attorney must be employed by the County at the time reimbursement is made to be eligible to receive this benefit.
ARTICLE IX   DISCIPLINARY ACTION

Section 1.   Reprimand and Substandard Performance Evaluation

A.   No regular, limited-term or probationary employee shall receive a written reprimand or a substandard performance evaluation except for reasonable cause.

B.   A written reprimand or substandard performance evaluation (defined as a rating of “does not meet performance objectives”) given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

Section 2.   Emergency Suspensions of Five Days or Less

A.   In suspending a regular, limited-term or probationary employee for five (5) days or less, when it is necessary to remove the employee from the work site immediately because of a potential emergency situation, including but not limited to situations that may endanger life or property, the employee shall:

1.   whenever practicable, be given an opportunity to respond to the proposed suspension to a designated department representative with the authority to make an effective recommendation on the proposed suspension prior to the suspension becoming effective;

2.   be informed of the employee's right to representation in the response;

3.   be informed of the employee's right to appeal should the proposed suspension become final.

B.   In such emergency suspensions, the procedural requirements of Section 3., below, shall be complied with within ten (10) days following the effective date of the disciplinary action.

Section 3.   Pre-Disciplinary Hearing for Suspension, Reduction or Discharge

A.   In suspending an employee in a non-emergency situation or in reducing a regular, limited-term or probationary employee for reasons of unsatisfactory performance, or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least ten (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:

1.   a description of the proposed action and its effective date(s);
2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;

3. copies of material on which the proposed action is based;

4. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;

5. a statement of the employee's right to representation;

6. a statement of the employee's right to appeal should such proposed action become final.

B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond, either orally or in writing, at the employee's option, to a designated department representative with the authority to make an effective recommendation on the proposed disciplinary action.

C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.

D. An employee may represent himself or herself or may be represented by OCAA in a hearing pursuant to this Article.

E. An employee shall receive written notice either sustaining, modifying or canceling the proposed disciplinary action prior to the effective date of such action except that such written notice may be given after suspensions pursuant to Section 2., above.

F. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 4. and 5. below of this Article.

G. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 6. of this Article.

Section 4. Suspension

A. No regular, limited-term or probationary employee shall be suspended except for reasonable cause.

B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.

C. In accordance with the provisions of this Article, an appeal of suspension shall be initiated at Step 2 of the grievance/appeal procedure, except for suspensions imposed by the County Executive Officer, which may be referred directly to arbitration.
Section 5.  Reduction

A. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance except for reasonable cause.

B. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.

C. In accordance with the provisions of Article IX, an appeal of reduction for reasons of unsatisfactory performance shall be initiated at Step 2 of the grievance/appeal procedure; except for reductions imposed by the County Executive Officer, which may be referred directly to arbitration.

Section 6.  Discharge and Right of Appeal

A. No regular or limited-term regular employee shall be discharged except for reasonable cause. No proposed discharge shall be effected unless approved by the Chief Human Resources Officer except for discharges imposed by the County Executive Officer.

B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.

C. In accordance with the provisions of this Article, a discharge may be appealed directly to arbitration.

Section 7.  Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take or refusal to take or the results of a polygraph examination be admissible in any proceeding pursuant to this Agreement, unless otherwise agreed to in writing by the parties.
ARTICLE X  GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1.  Scope of Grievances

A.  A grievance may be filed if a management interpretation or application of the provisions of this Memorandum of Understanding adversely affects an employee's wages, hours or conditions of employment.

B.  Specifically excluded from the scope of grievances are:

1. subjects involving the amendment or change of Board of Supervisors resolutions, ordinances, or minute orders, which do not incorporate the provisions of this Memorandum of Understanding;

2. matters which have other means of appeal;

3. position classifications;

4. standard or better performance evaluations.

Section 2.  Basic Rules

A.  If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding his or her grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.

B.  If a County representative does not render a decision to the employee within the time limits, the employee may within seven (7) calendar days thereafter appeal to the next step in the procedure.

C.  If it is the judgment of any management representative that he or she does not have the authority to resolve the grievance/appeal, he or she shall refer it to the appropriate step in the procedure.  By mutual agreement of the County and OCAA any step of the procedure may be waived.

D.  The Chief Human Resources Officer may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, department-wide or County-wide basis in an emergency situation.  OCAA may appeal this decision to the Board of Supervisors.

E.  Upon written consent of the parties, (i.e., the representatives of the County and the employee or his or her representative), the time limits at any step in the procedure may be extended.

F.  Every reasonable effort shall be made by the employee and the County to resolve a grievance/appeal at the lowest possible step in the grievance/appeal procedure.
G. No claim shall be granted for retroactive adjustment of any grievance prior to sixty (60) calendar days from the date of filing the written grievance.

H. In order to encourage frank discussion and compromise in attempting to resolve grievances, the County and the Association agree that the grievance files of the respective parties shall be confidential.

Section 3. Submission of Grievances

A. Any employee or group of employees shall have the right to present a grievance. No employee or group of employees shall be hindered from or disciplined for exercising this right.

B. If any two (2) or more employees have essentially the same grievance, they may, and if requested by the County, must, collectively present and pursue their grievance if they report to the same immediate supervisor.

C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the County, appoint one (1) or two (2) employees to speak for the collective group.

Section 4. Employee Representation

A. An employee may represent himself or herself or may be represented by OCAA in the formal grievance/appeal procedure.

B. Authorized grievance/appeal representatives shall be regular employees in the same department or Representation Unit as the grievant/appellant who are members of and are designated by OCAA to represent employees for purposes of the grievance/appeal procedure. OCAA shall notify Department Heads of the names and titles of such representatives and send a copy of such notice to the Chief Human Resources Officer quarterly.

C. OCAA representatives may represent the employee at Steps 1 and 2 of the grievance/appeal procedure and in arbitration.

D. If an employee chooses not to be represented by OCAA, OCAA may have a representative present at Step 2 see Section 7. below of the grievance/appeal procedure and/or arbitration and, if necessary, shall have the right to present OCAA's interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance. The decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and OCAA.
Section 5. Time Off for Processing Grievances/Appeals

A. Reasonable time off without loss of pay shall be given to:

1. an employee who has a grievance/appeal, in order to attend a meeting with his or her supervisor or other person with authority under the grievance/appeal procedure to resolve the matter or to meet with his or her grievance/appeal representative.

2. an authorized grievance/appeal representative, in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority under the grievance/appeal procedure to resolve the grievance/appeal, or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees, or through examination of appropriate County records or locations relating to the grievance/appeal.

B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:

1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission of his or her supervisor and shall report back to the supervisor when the grievance/appeal work is completed.

2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work if his or her supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant/appellant or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:
   a. the representative checks in and checks out with the supervisor of the unit; and
   b. such investigation does not unduly interfere with the work of the unit.

Section 6. Informal Discussion

If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his or her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively towards settlement.
Section 7.  **Grievance/Appeal Steps**

The grievance/appeal procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.

**Step 1: Department Head**

An employee may formally submit a grievance to the Department Head or is or her designee within **fourteen-thirty (430)** calendar days from the occurrence which gives rise to the problem or the employee becomes aware of the potential violation of the MOU. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within seven (7) calendar days after receipt of the written grievance, the Department Head or his or her designee shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant.

**Step 2: Chief Human Resources Officer**

A Step 1 Decision may be appealed to Step 2 if it concerns If the grievance/appeal is not settled under Step 1 and it concerns:

a. an interpretation or an application of this Memorandum of Understanding (other than Article IV, Section 5);

b. a substandard performance evaluation;

c. a deferral or denial of a merit increase;

d. a written reprimand; or

e. a probationary release or failure alleging discrimination.

A Step 1 Decision may be appealed in writing to the Chief Human Resources Officer within **seven-fifteen (147)** calendar days after receipt of the written decision from Step 1 grievance.

Appeal of a suspension and/or a reduction ordered by a Department Head or his or her designated representative or a probationary release/failure alleging discrimination, may be submitted in writing at Step 2 within **ten-fifteen (14014)** calendar days after receipt of the notice of suspension and/or reduction, or release from probation.

Within fourteen (14) calendar days after receipt of the written grievance/appeal, the Chief Human Resources Officer or his or her designee shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be
Section 8. Referrals to Arbitration

A. Grievances

1. If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2, provided however, prior to going to arbitration, either party may request that the grievance be referred to mediation. Within thirty (30) calendar days after an arbitration request has been presented to the Chief Human Resources Officer the arbitration date shall be scheduled. Upon written consent of the parties, (i.e., the representative of the County and the employee or his or her representative), the time limit for arbitration may be extended.

2. The parties shall either sign a joint issue submission statement or else execute and sign separate alternative issue statements after discussing the issue(s). In either case the parties shall send copies of their joint or separate submission statement(s) to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.

B. Disciplinary Appeals

1. Submission Procedure

   a. If an appeal from suspension or reduction is not settled at Step 1, it may be presented to the Chief Human Resources Officer within fourteen (14) calendar days from the date the decision was rendered.

   b. An appeal from any discharge or from a suspension or reduction imposed by the County Executive Officer may be presented to the Chief Human Resources Officer within ten (10) calendar days from the date the action becomes final.

   c. All disciplinary appeals shall be signed by an employee or by a representative of OCAA, and shall be submitted in writing.

   d. The issues in all disciplinary appeals shall be: Was (employee's name) suspended/reduced/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article X, Section 8. of the MOU?

   e. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Chief Human Resources
2. Findings of Facts and Remedies

An arbitrator may sustain, modify or rescind an appealed disciplinary action as follows and subject to the following restrictions:

a. All Disciplinary Actions

If the arbitrator finds that the disciplinary action was taken for reasonable cause, he or she shall sustain the action.

b. Suspensions/Reductions

If the action is modified or rescinded, the appellant shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator’s decision.

c. Discharges

1) If the arbitrator finds that the order of discharge should be modified, the appellant shall be restored to a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the appellant was removed from duty, as determined by the arbitrator.

2) If the arbitrator finds that the order of discharge should be rescinded, the appellant shall be reinstated in a position in his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty.

3) Restoration of pay and benefits shall be subject to reimbursement of all unemployment insurance and additional outside earnings which the appellant received since the date of discharge.

C. Probationary Releases Alleging Discrimination

1. The issues to be submitted to the arbitrator in grievances filed pursuant to Article III, Section 1.C.3. shall be as follows and shall be submitted consistent with Section 8.A., above.

   a. Was the probationary release of (employee's name) in whole or in part the result of discrimination in violation of Article XVIII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and OCAA?
b. If so, what shall the remedy be under the provisions of Article X, Section 8.C.2., Findings of Facts and Remedies, of the Memorandum of Understanding between the County and OCAA?

2. Findings of Facts and Remedies

a. In the event the arbitrator finds no violation of Article XVIII, NONDISCRIMINATION, the grievance shall be denied, and the issue of remedy becomes moot.

b. In the event the arbitrator finds a violation of Article XVIII, NONDISCRIMINATION, but also finds such violation was not a substantial cause of the employee's probationary release, the grievance shall be denied, and the issue of remedy becomes moot.

c. In the event the arbitrator finds a violation of Article XVIII, NONDISCRIMINATION, and also finds that the violation was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:

1) The probationary release may be sustained.

2) The employee may be reinstated in a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

3. The employee may be reinstated in a position in his or her former class with full back pay and benefits for all of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

D. General Provisions

1. The cost of an arbitrator shall be shared equally in all cases by the County and the appealing party except when the appealing party solely alleges discrimination under Article XVIII, in which case the County shall bear the full cost. When the grievance involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.

2. Grievance/Appeal hearings by an arbitrator shall be private.
3. Arbitration appeal hearings of a release of a new hire probation alleging discrimination pursuant to Article III, Section 1.C.3 shall be limited to one (1) day unless both parties agree that a longer hearing is necessary. Arbitration appeal hearings of suspensions of less than forty (40) hours shall be limited to one (1) day unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The one (1) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer.

4. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Conciliation Service, the American Arbitration Association or some other agreed upon source, and each party shall alternately strike one (1) name from the list until only one (1) name remains.

5. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

6. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable.

7. At the hearing, both the appealing employee and the County shall have the right to be heard and to present evidence. The following rules shall apply:

   a. Oral evidence shall be taken only on oath or affirmation.
b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify in his or her own behalf, the employee may be called and examined as if under cross-examination.

8. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

9. The County shall be allowed to have one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times.

10. The parties agree to forego the use of briefs and transcripts whenever practicable.

11. The decision of the arbitrator shall be final and binding on all parties.
ARTICLE XI  LAYOFF PROCEDURE

Section 1.  General Provisions

A.  This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.

B.  This procedure shall not apply to employees who have special or unique knowledge or skills which are of special value in the operation of the County business.

C.  When two or more agencies/departments are consolidated, or when one (1) or more functions of one (1) agency/department are transferred to another agency/department, employees in all involved agencies/departments shall be subject to layoff if one is necessary.

D.  Section 7, Reemployment List, and Section 8, Status on Reemployment, of this Article, shall not apply if the County has a written agreement with an employer, public or private, which guarantees the County employee an offer of reasonably comparable employment with the new employer who is taking over a function formerly performed by County employees and the new employer does make such an offer in writing to the employee.

Section 2.  Order of Layoff

A.  When a reduction in the work force is necessary, employees in regular positions and those occupying limited term positions at the direction of their Department Head shall be laid off in an order based on consideration of:

1.  employment status;
2.  past performance;
3.  length of continuous service with the County.

B.  Layoffs shall be made by class within an agency/department except that:

1.  Where a class has a dual or multiple concepts, the Chief Human Resources Officer may authorize a layoff by specialty within the class.
2.  Where appropriate, the Chief Human Resources Officer may authorize a layoff by division or smaller unit of an agency/department.

C.  Within a class, employees shall be subject to layoff in the following order:

<table>
<thead>
<tr>
<th>Employment Status</th>
<th>Layoff Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>First – Temporary Promotion</td>
<td>Determined by Department</td>
</tr>
</tbody>
</table>
Second – New Probationary Determined by Department

Third – Regular/Promotional Probationary Layoff Points

After all new probationary employees and employees on temporary promotion have been removed from a class within a layoff unit, the employee with the lowest number of layoff points shall be subject to layoff first. When two (2) or more employees have the same number of layoff points, the department shall determine the order of layoff for these employees.

D. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to his or her former class and shall be subject to layoff in accordance with this procedure.

E. OCAA may designate employees who are regular OCAA officers or grievance representatives to receive special seniority for purposes of layoff. The number of employees so designated shall not exceed two (2) percent of the employees in the Representation Unit. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed pursuant to Section 3., below.

Section 3. Computation of Layoff Points

Seniority Points:

The equivalent of each year of full-time continuous service with the County shall earn two hundred sixty (260) seniority points.

The equivalent of each regularly scheduled full day of continuous service of a partial year shall earn one (1) seniority point.

Demerit Points:

For a rating of “does not meet performance objectives” on the last “Performance Evaluation Report,” for the class currently held by the employee, the employee shall earn two hundred sixty (260) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit point shall not be applied to an employee seeking to enter a lower class through voluntary reduction in lieu of layoff.

Section 4. Notification of Employees

A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work whenever practicable.
B. It is the intent of the parties that the number of layoff notices initially issued shall be limited to the number of positions by which the work force is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 5., below.

C. The notice of layoff shall include the reason for the layoff, the proposed effective date of the layoff, the employee’s hire date, a list of classes in the employee’s occupational series within the layoff unit, the employee’s rights under Sections 5. and 6., below and the right of the employee to advise the County of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

Section 5. Voluntary Reduction in Lieu of Layoff

A. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower class within the same occupational series in the layoff unit provided the employee possesses the minimum qualifications for the class and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer layoff points than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of layoff points shall be subject to layoff.

B. 1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work following actual receipt of the notice to notify their department in writing of their intent to exercise rights under this Section. Employees whose third regularly scheduled day of work is more than three (3) calendar days after receipt of the notice shall have three (3) calendar days, excluding weekends and holidays, to notify their department of their intent to exercise rights under this Section; and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

2. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays, following the date the person is personally served, or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following date of proof of service by mail, to notify their department of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

3. Failure by an employee to respond to his or her department pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class, and that the employee’s hire date stated in the layoff notice was correct.
4. No employee action or inaction referred to in this Section shall be considered a waiver of an employee's right to file grievances concerning any matter within the scope of the grievance procedure.

Section 6. Voluntary Reduction from Classes Designated as Vulnerable to Layoff

An employee in a class designated by the County as vulnerable to layoff may request a voluntary reduction to any class provided the employee possesses the minimum qualifications and has passed any required performance tests for the class to which reduction is requested. Such employees shall be eligible for consideration for available positions in the class to which reduction is requested. If appointed, such an employee shall be placed on AGENCY/DEPARTMENTAL REINSTATEMENT LISTS pursuant to Section 7.A.3., below.

Section 7. Reemployment Lists

A. The following person shall be placed on AGENCY/DEPARTMENTAL REINSTATEMENT LISTS as provided in 1., 2., and 3., below, in the order of their respective layoff points with the person having the largest number of layoff points listed first.

1. Persons Laid Off
   The names of persons laid off shall be placed on an AGENCY/DEPARTMENTAL REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which laid off.

2. Persons Who Exercise Their Rights Under Section 5
   The names of persons who exercise their rights Under Section 5 shall be placed on an AGENCY/DEPARTMENTAL REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which reduced, excluding any classes at or below the level of the class currently held.

3. Persons Who Voluntarily Reduced Under the Provisions of Section 6
   The names of persons who were voluntarily reduced under the provisions of Section 6., shall be placed on an AGENCY/DEPARTMENTAL REINSTATEMENT LIST for the class from which reduced and for each class in the occupational series below the level of the class from which they voluntarily reduced, provided they request to be placed on such lists.

Positions to be filled shall be offered first to persons on the AGENCY/DEPARTMENTAL REINSTATEMENT LIST for that class, starting at the top of the list. If reinstatement is offered to a class other
than that from which the person was laid off or reduced, such person must first meet the minimum qualifications and pass any required performance tests for that class.

B. The names of persons laid off shall be placed on a COUNTY PREFERRED ELIGIBLE LIST for the class from which they were laid off, and for any class from which they previously voluntarily reduced pursuant to Section 5., in the order of their layoff scores, going from highest to lowest. When one (1) vacant position in a department, other than the department from which the employee was laid off, is to be filled in that class, ten (10) names shall be certified from the COUNTY PREFERRED ELIGIBLE LIST, starting at the top. When more than one (1) vacant position in a department, other than the department from which the employee was laid off, is to be filled in that class, the number of names certified, starting at the top of the COUNTY PREFERRED ELIGIBLE LIST, shall be equal to twice the number of vacancies plus seven (7). If there is a tie among layoff points at the last name to be certified, all tied eligible shall be certified. Eligibles certified from COUNTY PREFERRED ELIGIBLE LISTS shall be considered prior to eligible certified from lower ranking eligible lists. Appointments shall be made only from eligible certified pursuant to Section 7.B. Appointments need not be made in the order of layoff points; any eligible certified in accordance with this provision may be appointed to a vacant position.

C. Names of persons placed on the AGENCY/DEPARTMENTAL REINSTATEMENT LIST and the COUNTY PREFERRED ELIGIBLE LIST shall remain on the lists for two (2) years, except that:

1. A person who on two (2) separate occasions rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the lists for that class.

2. A person who on three (3) separate occasions declines referral for interviews in a particular class shall be removed from the lists for that class.

D. In the event two (2) or more departments are consolidated while AGENCY/DEPARTMENTAL REINSTATEMENT LISTS are in effect, such lists shall be combined and treated as one (1) list in accordance with the preceding provisions of this Section. When a transfer of one (1) or more functions of one (1) department to another department occurs, employees previously laid off from such function(s) who are on an AGENCY/DEPARTMENTAL REINSTATEMENT LIST for the department losing such function(s), shall be removed from such list and shall be placed on a reinstatement list for the department acquiring such function(s) and treated in accordance with the preceding provisions of this Section.

E. Reemployment lists shall be available to OCAA and affected employees upon reasonable request.
Section 8. Status on Reemployment

A. An employee who has been laid off under the provisions of this Article and is subsequently reemployed in a regular or limited term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:

1. All Sick Leave or Annual Leave credited to the employee's account when laid off shall be restored.
2. All seniority points held upon layoff shall be restored.
3. All prior service shall be credited for the purpose of determining sick leave, vacation and annual leave earning rates and service awards.
4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.
5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III, Section 1.B. if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.

B. An employee who has voluntarily reduced under the provisions of this Article and subsequently is reemployed in a regular or limited term position in the class from which the employee reduced within a two (2) year period from the date of reduction shall receive the following considerations:

The employee shall be placed in the salary range either as if the employee had been on Leave of Absence Without Pay or at the step on the salary range closest to, but which does not exceed, the employee's salary in the lower class, whichever is higher. The merit increase eligibility date shall be as if the employee were on a Leave of Absence Without Pay, except if the employee is returning to a step at least two (2) steps above the step he/she left, the merit increase eligibility date shall be determined by the Chief Human Resources Officer. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.

C. When an employee is reduced under the provisions of this Article and is subsequently reemployed in a class higher than the one which the employee was reduced, the employee shall be deemed returned to the class from which the employee has been reduced as provided above and the employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.
ARTICLE XII  ON-THE-JOB INJURY, WORKERS’ COMPENSATION

Section 1. Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of County employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code Section 4600 et seq.

Section 2. Workers’ Compensation Supplement Pay [this provision will be in effect for all injuries which arose before March 5, 2013]

A. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment, the employee shall receive workers' compensation supplement pay which, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year including holidays.

B. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued sick leave, compensatory time, vacation, and/or annual leave in that order.

C. While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any Sick Leave, Annual Leave, compensatory time or vacation time previously accumulated by the employee. The employee shall not accrue Sick Leave Annual Leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.

D. When an injury is determined to be job-related by the County or by the Workers’ Compensation Appeals Board, eighty (80) percent of all sick leave, annual leave, compensatory time and/or vacation expended since the fourth (4th) day of disability shall be restored to the employee’s account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all sick leave, compensatory time, vacation and/or annual leave expended or since the first day of disability shall be restored to the employee's account(s).

E. The merit increase eligibility date and probation period of any employee who receives workers’ compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.
F. When an employee is no longer entitled to receive workers' compensation supplement pay, the employee may, at his or her option, use sick leave, annual leave, compensatory time, and vacation, in that order, if the employee is compelled to be absent from duty as set forth in paragraph A., above.

G. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of Sick Leave, Annual Leave and vacation earning rates.

Section 2a. Workers' Compensation Supplement Pay [this provision will be in effect for all injuries which arise on or after March 5, 2013]

A. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued sick leave, compensatory time, vacation, and/or annual leave in that order.

B. When an injury is determined to be job-related by the County or by the Workers' Compensation Appeals Board, 66.667% of all sick leave, annual leave, compensatory time and/or vacation expended since the fourth (4th) day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, 66.667% of all sick leave, compensatory time, vacation and/or annual leave expended or since the first day of disability shall be restored to the employee's account(s).

C. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.

D. While an employee is receiving temporary disability payments, the employee may, at his or her option, use sick leave, annual leave, compensatory time, and vacation, in that order, to supplement such pay so that the employee receives not more than his/her regular salary during the employee’s industrial injury leave.

E. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of Sick Leave, Annual Leave and vacation earning rates.

Section 3. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a County-designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed
forty (40) working hours for a full-time employee or seven (7) calendar days for a part-time employee. If the absence extends beyond the applicable period, Sick Leave, compensatory time and vacation may be used, at the employee’s option, in that order.
ARTICLE XIII  SAFETY

Section 1.  General Provisions

Recognizing that a safe work environment is of substantial benefit to both the County and employees, the County and OCAA mutually agree to the following safety program:

A. No employee shall be required to work under conditions dangerous to the employee’s health or safety.

B. The County shall make every reasonable effort to provide and maintain a safe place of employment. OCAA shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.

C. Any employee who either does not receive an answer to a safety-related question from his or her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the County Safety Officer.

D. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Safety Officer. During the period that the Safety Officer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Officer concludes the task complained of is safe, the employee shall perform the work as instructed.

E. The County shall furnish all equipment which is necessary for employees to perform their job in a safe manner.

F. Wherever practicable, the County shall provide the necessary first aid kits in each location.

G. Wherever practicable, the County shall provide first aid training for one (1) employee at each new work location.

Section 2.  Safety Inspection

During inspection of County facilities conducted by the State Division of Industrial Safety for the purpose of determining compliance with the California OSHA requirements, an OCAA designated employee shall be allowed to accompany the inspector while the inspector is in the employee’s department. The employee so designated shall suffer no loss of pay when this function is performed during the employee’s regularly scheduled work hours.
Section 3. **Abatement of Violations**

In any instance in which the County is cited for a violation of CAL/OSHA, the County shall abate the cited hazard to health or safety within the abatement period required.

Section 4. **Safety Representatives**

A. Safety Representatives may be selected by OCAA to meet at least once a month, upon request, with a County designated supervisor or manager for each County facility to discuss matters affecting employee health and safety.

B. The number of Safety Representatives at each facility shall be determined as follows:

1. For facilities with fewer than one hundred (100) Bargaining Unit employees, one (1) Safety Representative may be selected.

2. For facilities with one hundred (100) or more Bargaining Unit employees, one (1) Safety Representative may be selected for each one hundred (100) Bargaining Unit employees or for each fraction thereof.

C. A Safety Representative who has received a safety or health complaint shall be given reasonable time off without loss of pay to gather appropriate information on such complaint provided that:

   1. The Safety Representative obtains permission from his or her supervisor prior to performing such work, and reports back to the supervisor when the work is completed.

   2. The Safety Representative shall not leave his or her job to perform such work unless his or her supervisor determines that the employee's absence will not unduly interfere with the work of the unit in which the employee is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

   3. When an authorized Safety Representative must go into another section or unit to gather information regarding a safety or health complaint, the Safety Representative shall be permitted to do so provided that:

      a. the Safety Representative checks in and checks out with the supervisor of the unit;

      b. and he or she does not unduly interfere with the work of the unit.
Section 5.  Resolution of Safety or Health Complaints

If a safety or health complaint is not satisfactorily resolved, the Safety Representative may request to meet with the County Safety Officer to resolve the complaint. If the complaint is not resolved, a grievance may be filed at Step 2 of the grievance procedure.
ARTICLE XIV       MEDICAL EXAMINATION

Employees in this Unit shall be eligible to take the County Multiphasic Medical Examination once during each fiscal year of this Agreement, but not sooner than eleven (11) months since the last time the County Multiphasic Medical Examination was administered to the employee.
ARTICLE XV  UNION RIGHTS

Section 1.  Payroll Deduction

A. Membership dues of OCAA members in this Representation Unit and insurance premiums for such OCAA sponsored insurance programs as may be approved by the Board of Supervisors, shall be deducted by the County from the pay warrants of such members. The County shall promptly transmit the dues and insurance premiums so deducted to OCAA.

B. OCAA shall notify the County, in writing, as to the amount of dues uniformly required of all members and also the amount of insurance premiums required of employees who choose to participate in such programs.

Section 2.  Employee Information Listing

The County shall provide OCAA with the name, job title, department, work location, work, home, and personal telephone numbers, personal email addresses on file with the employer, and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire. Additionally, the County shall also provide OCAA with a list of that information for all employees in the bargaining unit at least every 120 days or more frequently if that is more convenient for the County. The information identified in this section shall be provided to the exclusive representative regardless of whether the newly hired public employee was previously employed by the public employer or whether or not the employee wishes to be a member of OCAA, unless the employee has asked in writing that the information not be disclosed.

Section 3.  Notification of New Employees

The County agrees to inform new employees that they are in the Attorney Unit and that OCAA is the exclusive representative of employees in the Bargaining Unit. Additionally, the County shall provide access to its new employee orientations and an opportunity to discuss the rights and obligations created by the Agreement and the role of the exclusive representative, and to answer questions related to the Agreement and the role of OCAA when acting as the exclusive representative. The County shall provide not less than 10 days' notice in advance of an orientation to OCAA. The structure, time, and manner of exclusive representative access shall be determined through mutual agreement between the employer and the exclusive representative, subject to the requirements of Government Code Section 3557. The date, time, and place of the orientation shall not be disclosed to anyone other than the employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation.

Section 4.  Membership Fee

A. Dues/Service Fees
1. Each employee in the Bargaining Unit hired by the County on or after June 1, 2018, must make an affirmative election in order to become a member of OCAA. OCAA must notify the County in writing of any employee who joins OCAA.

2. The County shall rely on OCAA’s notification of membership and election of dues deductions from Bargaining Unit employees. OCAA will indemnify the County from any claim of wrongful deduction made by an employee based on the County’s reliance on OCAA’s notification.

3. Pursuant to OCAA’s notification under this Section, the County will deduct the amount of dues and service fees as determined by OCAA. The County shall implement any change to a Bargaining Unit employee’s deduction in the first pay period which commences thirty (30) days after the Chief Human Resources Officer receives written notice of the change.

4. OCAA must notify the County of any Bargaining Unit employee requesting to be removed from OCAA membership within a reasonable period of time. OCAA will indemnify the County for any claim that fees were wrongfully collected as the result of OCAA’s failure to notify the County of membership changes.

5. This Section reflects the parties’ understanding of their rights, responsibilities, and duties under SB 866, including Government Code sections 1152, 1157.3, and 1157.12. The parties reserve all rights they may have under these laws.
ARTICLE XVI    EMPLOYEE RIGHTS

The County shall not hinder or discipline an employee for exercising any rights or benefits provided in this Memorandum.
ARTICLE XVII      COUNTY RIGHTS

The County retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law.

Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.
ARTICLE XVIII  NONDISCRIMINATION

Section 1.

The County and OCAA agree that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination as required by state and federal law.

Section 2.

OCAA shall not discriminate in membership or representation, as required by state and federal law.
ARTICLE XIX   INSURANCE

Section 1.  Health Plan and Premium Contributions

A.  Full Time Employees

1.  Except as modified in Section 1.C., D., E., and F., below, the County will offer health plans to all full-time regular, limited term and probationary employees and their eligible dependents.

2.  The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

   a.  Employee Only Coverage – eighty-five (85) percent of the employee’s premium or ninety (90) percent of the employee’s premium if the employee completes the Healthy Steps (Wellness Incentive) program;

   b.  Employee and Dependent Coverage - seventy (70) percent of the total health plan premium for each employee and such employee's eligible dependents or seventy-five (75) percent of the employee’s premium if the employee completes the Healthy Steps (Wellness Incentive) program.

   c.  Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3.  Employees who elect the Sharewell Choice PPO plan will not only have their insurance premium fully paid by the County but will also receive a payroll credit per plan guidelines. In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Healthy Steps Wellness Incentive program.

4.  The health plans and their premiums are adopted, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

B.  Part-Time Employees

1.  Except as modified in Section 1.C., D., E., and F., below, the County will offer health plans to all part-time regular, limited term, and probationary employees. Enrollment of part-time employees shall be restricted to employees whose normal workweek consists of at least twenty (20) hours.
2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

   a. Employee Only Coverage - forty-five (45) percent of the employee’s premium or fifty (50) percent of the employee’s premium if the employee completes the Healthy Steps (Wellness Incentive) program;

   b. Employee and Dependent Coverage – thirty-two and one-half (32.5-½) percent of the total health plan premium for each employee and such employee’s eligible dependents or thirty-seven and one-half (37-1/2½) percent of the total health plan premium for each employee and such employee’s eligible dependents if the employee completes the Healthy Steps (Wellness Incentive) program.

   c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. The County will pay the following percentage of the premium for employees electing the Sharewell Choice PPO plan:

   a. Employee Only – one hundred (100) percent of the premium;

   b. Employee and Dependent – per Subsection B.2.b., above

In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Healthy StepsWellness Incentive program.

4. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek.

5. The health plans and their premiums are adopted, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

C. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, for each EME subscriber who does not complete the Healthy StepsWellness Incentive program, the County will pay ninety-five (95) percent of employee and dependent coverage. For each EME subscriber who does complete the Healthy StepsWellness Incentive program, the County will pay the full cost of employee and dependent coverage for each EME. EME dependents are not required to participate in the Healthy StepsWellness Incentive program.
Employees must report any subsequent changes in marital status such as legal separation or divorce, within 30 days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this program during the period in which the employees were ineligible due to legal separation or divorce.

D. Dual Coverage: If two married employees are enrolled in separate health plans neither employee may be covered as a dependent on their employee spouse’s health plan. Eligible employees may choose to enroll in different health plans and choose to cover eligible dependent children on one or both health plans, subject to employee contributions for coverage.

E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 14 and applicable law, the County shall continue to pay health insurance premiums as provided in A and B, above, to the extent required by applicable law.

F. For employees who are on approved leave which meets the requirements of Pregnancy Disability Leave pursuant to Government Code section 12945, the County shall continue to pay health insurance premiums as provided in A and B, above, to the extent required by applicable law.

G. Effective January 1, 2008, active employees are pooled separately from retirees for purposes of setting premiums for participation in County offered health plans.

H. Employees may opt out of participation in the County’s health insurance programs at any Open Enrollment or within 30 days of a qualifying life event beginning with Plan Year 2021 provided they sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements.

I. Effective January 1, 2024, County health insurance plans will be restructured to include both active County employees and eligible County retirees, with the requirement that the retiree health insurance premiums for non-Medicare retirees exceed the active employee health insurance premiums by 20 percent. Active employee premiums (contributions/payroll deductions) shall not increase beyond the actuarially determined increases related to active employee claims experience.

J. The County and OCAA agree to establish an Insurance Working Group to discuss the redesign of the Wellness Credit program, how employees earn their 5% credit, and reducing the cost of health insurance.

Section 2. Health Plan Enrollment
A. New eligible employees will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Wellwise Choice PPO Health Plan, employee only. Eligible part-time employees failing to elect a health plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Sharewell Choice PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work unless required by state/federal law. Upon return to work, coverage will become effective the first day of the month following thirty (30) days from the date of return, unless otherwise required by state/federal law.

B. Terminated employees will be continued with coverage in all health plans until the last day of the calendar month in which they terminate. Terminated employees may be eligible for continuation of health insurance through the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or by other state/federal law.

C. The County shall provide for an open enrollment period once each calendar year for employees, employees’ eligible dependents, and retirees to change their enrollment in a County health plan. Employees who wish to opt out of a County Health Plan will be required to sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other Federal or California State requirements of coverage at each Open Enrollment.

D. Employees who have opted out of a County health plan as described in Section 1 will be given an opportunity to elect and enroll in a Retiree health plan.

Section 3. Other Insurance Coverage

The County will provide to all regular, regular limited-term and probationary employees the following:

A. Life Insurance and Accidental Death and Dismemberment Insurance

1. As soon as administratively feasible, basic life insurance and accidental death and dismemberment insurance in the amount of two hundred fifty thousand dollars ($250,000) per full-time employee without proof of insurability. As soon as administratively feasible, during the period of this agreement, the County will provide basic life insurance and accidental death and dismemberment insurance in the amount of one hundred twenty-five thousand dollars ($125,000) for
part-time employees without proof of insurability. Such insurance will be subject to the limitations of liability contained in those insurance policies. Benefits are subject to Imputed Income requirements as required by law.

2. Employees will have the option to purchase additional life insurance coverage options without proof of insurability if purchased within thirty (30) days of eligibility. Some levels of additional life insurance coverage, or any additional life insurance coverage purchased after thirty (30) days of eligibility require proof of insurability. Employees will have the option to purchase additional supplemental life and accidental death and dismemberment coverage including dependent coverage. Such insurance will be subject to the limitations of liability contained in those insurance policies. Benefits are subject to imputed income requirements as required by law.

B. Short-Term Disability Insurance Plan at no cost to the employee, to provide, after leave usage set forth below, sixty (60) percent of salary up to a maximum of seven thousand two hundred (7200) dollars per month for up to one (1) year for certified non-occupational injury or illness.

1. For non-pregnant employees – after exhaustion of sick leave, or 192 hours of annual leave for full-time employees or 96 hours of leave for part-time employees;

2. For pregnant employees – after exhaustion of sick leave or 50 hours of annual leave for full-time employees or 25 hours of annual leave for part-time employees.

Notwithstanding the above, if the employee applies more than 192 hours of annual leave or 96 hours of annual leave for part-time employees toward the absence (50/25 hours of annual leave for full/part-time pregnant employees), eligibility for Short-Term disability will begin when that portion of annual leave is exhausted.

The plan will also provide for continuation of the County's share of premiums for health, dental and life insurance benefits while the employee is on Official Leave for non-occupational disability for up to one (1) year from the effective date of disability. The Short-Term Disability Insurance Plan for part-time employees will become effective January 1, 2004.

OCAA believes that this agreement is lawful, in the best interest of its bargaining unit members, and there is no valid reason for any person or group to assert otherwise. As a result, OCAA agrees that it will not file a complaint, claim, grievance, or lawsuit (whether in court or administrative agency) against the County, or provide any support or assistance to an employee or former employee who files a complaint, claim, grievance, or lawsuit against the County, regarding the legality of this change to the MOU. Further, if an employee or former employee files a complaint, claim, grievance, or lawsuit against the County, regarding the legality of this
change to the MOU, OCAA agrees to not contend that the charge is unlawful. In the event that any complaint, claim, grievance, or lawsuit is filed against the County on this issue, the parties agree to reopen this Section of Article XIX.

The County and OCAA agree to establish a Short-Term Disability Insurance Plan Working Group to discuss the use of Sick and Annual Leave balances as it relates to employees with pregnancy-related disabilities.

C. Long-Term disability insurance coverage at no cost to the employee to provide up to sixty (60) percent of salary to a maximum of seven thousand two hundred (7200) dollars per month. The Long-Term disability insurance coverage for part-time employees will become effective January 1, 2004.

D. The County will provide dental insurance for the employee and dependents to all full-time regular, limited-term, and probationary employees.

Part-time regular, limited-term, and probationary employees will have the option of purchasing dental insurance for the employee and dependents by paying one-half the monthly rate paid by the County for full-time employees, provided the employee’s normal workweek consists of at least twenty (20) hours.

Section 4. Premium Only Plan

The County will administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted by state and federal law, regulations and guidelines. Under the plan, an employee's gross taxable salary will be reduced by the amount of his or her share of the premium costs of County-provided health insurance coverage, as permitted by state and federal law, regulations and guidelines.

Section 5. Retiree Medical Plan [Section operative for employees until on or about July 2016, and thereafter, operative only for retirees – see Section 6 for further details]

A. Retiree Medical Grant

1. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan (“the Plan”) for employees who have retired from County service and who meet certain eligibility requirements of the Plan. The Plan does not create any vested rights to the benefits on the part of any employee, retiree, or any other person.

2. As set forth pursuant to the September 2006 reopener between the parties, the County will: (a) fund the cost of the Plan; and (b) establish a trust to administer the Plan.
3. Effective the first pay period in July 2016 or such earlier or later time as the County is able to implement the Health Reimbursement Arrangement (HRA) in Section 6, the employees who retire from County service on or after the effective date will no longer be eligible for the Retiree Medical Plan (they will instead receive the HRA referenced in Section 6).

4. Employees who retired before the effective date in Section 5.A.3, if eligible, shall receive a Retiree Medical Grant (Grant). The Grant may be applied only towards the cost of retiree and dependent coverage in a County-offered retiree health insurance plan and/or Medicare premiums as provided below.

   a. Upon implementation of the Plan, for eligible retirees the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County retiree health plan premiums no later than the effective dates of such change, not to exceed three (3) percent per year. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums.

   b. The Grant will be adjusted as follows:

      1. The Grant will be reduced by seven and one-half percent (7-1/2%) per year for each year of age the employee is less than age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date.

      2. The Grant will be increased by seven and one-half percent (7-1/2%) per year for each year of age the employee is greater than age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purpose of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date.


      4. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare
Part A (without paying a premium) and Medicare Part B, or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B, as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to September 26, 2006, and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

c. All current employees who retire are eligible for a Grant shall be provided a one-time opportunity of thirty (30) days to enroll in a County offered retiree health plan from the date they retire. Should a retiree fail to enroll during the aforementioned thirty (30) day period, or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Grant, if eligible, and enrollment in a County offered retiree health plan.

B. Retiree Medical Plan Lump Sum; Termination; Phase Out

1. An employee who was employed by the County prior to June 23, 2006, and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with C.2 below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after June 23, 2006.

2. An employee who is employed by the County prior to June 23, 2006, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993, and prior to June 23, 2006. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regularly paid hours immediately preceding June 23, 2006.

3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County-offered health plan and/or receipt of a Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

C. Eligibility Requirements for Retiree Medical Grant

1. Retiree must be actively retired from the County of Orange and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS).
2. Retiree must have retired prior to the effective date in Section 5.A.3 to be eligible for the Retiree Medical Grant.

3. Retiree must have retired with at least ten (10) years of credited County service except as provided in C.2.a., b., c., and d. below:

   a. A retiree who receives a service-connected disability retirement pension under OCERS shall be eligible for a Grant equal to either ten (10) years of service or actual years of credited County service, whichever is greater.

   b. A retiree with a minimum of five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of County service who receives a non-service connected disability retirement pension under OCERS shall not be eligible for a Grant.

   c. A separated employee who has less than ten (10) years of credited County service or is under normal retirement age and requested a service or non-service connected disability retirement pension under OCERS shall not be eligible to receive either the Grant or the Lump Sum benefit until a determination of disability status is made by the Orange County Board of Retirement.

   d. A separated employee who receives a Lump Sum benefit pursuant to this Section shall be ineligible for the Grant if, at a later date, the Orange County Board of Retirement grants a disability retirement.

4. All eligible retirees and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Grant. All eligible retirees and dependents who are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.

5. Deferred Retirement

   a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must defer participation in the Grant until such time as he or she becomes an active retiree.

   b. An employee who is not eligible for paid retirement at the time he or she separates from County service and elects deferred retirement status shall not become eligible for participation in the Grant.
6. For purposes of this Section, a full year of credited service shall be based upon those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service. Hours of service performed in periods before August 1, 1993, shall be counted toward credited service only if the employee is continuously employed by the County from August 1, 1993, until his or her retirement. For this purpose, a layoff will not be regarded as a break in continuous employment if the employee is reemployed by the County in an eligible classification following such layoff.

D. Survivor Benefits

1. A surviving dependent of a retiree who was eligible to receive a Grant, as stated above in A through C, and who qualified for a monthly retirement allowance shall be eligible for fifty (50) percent of the Grant authorized for the retiree.

2. A surviving eligible retiree who qualifies for a monthly retirement allowance who was married to a retiree who was also eligible for a Grant shall receive the survivor benefit described in D.1., above, or his or her own Grant, whichever is greater. Such retiree shall not be eligible for both Grants.

Section 6. Elimination of the Retiree Medical Plan; Transition to a Health Reimbursement Account

A. Effective the first pay period in July 2016, or such earlier or later time as the County is able to implement this benefit modification, the Retiree Medical Plan (Section 5, above) will be eliminated for unit members employed on or after that date. In its place a Health Reimbursement Account (HRA) will be established for unit members. Establishment of the HRA does not create any vested rights to the benefits on the part of any employee, retiree, or any other person. Nonetheless, the parties acknowledge that the employees have a vested right to the contributions in the HRA which have been made to the HRA.

1. The County and the HRA administrator with the oversight of the HRA Advisory Committee shall administer the program subject to the requirements set forth in the Internal Revenue Code and the Health Reimbursement Account Plan Document.

2. The HRA will be funded through a two (2) percent contribution of each employee’s bi-weekly base salary (i.e., excluding overtime and any premium pays). This two (2) percent contribution will be composed of one (1) percent from a reduction in employees’ bi-weekly base salary and one (1) percent from (additional) County contributions.
3. It is the intent of the parties that all contributions be considered employer contributions for purposes of compliance with federal and state tax laws.

4. An employee’s prior contributions to retiree medical made pursuant to Section 5, above, and the interest earnings thereon will be rolled-over to the employee’s HRA account for his/her benefit at the time of the creation of the HRA or as soon thereafter as is administratively feasible.

B. Retiree Medical Plan benefits for those who retire before the date of implementation of the HRA will continue to be governed by the provisions set forth in Section 5, above.

C. Employees who retire from County service on or after the date of implementation of the HRA are eligible to participate in County sponsored retiree health plans at their own cost if enrolled in a County health plan at the time of their retirement.

Section 7. Reopener as Result of the ACA

Both the County and OCAA may reopen negotiations on this Article and other provisions in this MOU (e.g., Optional Benefits program in Article VIII, Section 4, Flexible Spending Accounts in Article XXIV), for the purpose of addressing issues resulting from the implementation of the Patient Protection and related to the changes to the Affordable Care Act (ACA), or other Federal legislation/regulation which impacts the County’s ability to provide Benefits under this MOU, including but not limited to, the potential impact of the Excise Tax (commonly known as the “Cadillac Tax”) on high cost employer-sponsored health coverage. Federal administrative agencies have not yet issued definitive guidance regarding the Excise Tax which is expected to begin in 2022. The parties acknowledge that some of the benefits provided in the MOU may be included in the coverage to which the Excise Tax liability may apply. As a result, the issues that likely need to be addressed are: which health group plan coverages must be taken into consideration for purposes of this tax, how to calculate this tax, and what steps, if any, can be taken to avoid payment of the Excise Tax (e.g., modification of benefits).
ARTICLE XX  DEFINED CONTRIBUTION PLAN

An employee in a regular or limited-term position may, at his or her request, participate in the County’s Section 457(b) Defined Contribution Plan.
ARTICLE XXI  DEFINED CONTRIBUTION 401(a) PLAN

County 401(a) Plan

A. Effective June 24, 2005, the County will no longer contribute to the 401(a) Plan. Attorneys must leave their assets in the 401(a) Plan until either retirement, separation from the County of Orange, death, or total & permanent disability.

B. The Chief Human Resources Officer or designee shall administer the 401(a) plan in accordance with the stated purpose. Each employee to be eligible for this plan will be notified of his/her investment options under the plan. The eligible employee will be able to make investment changes to his/her plan through the 401(a) provider.

C. If an eligible employee subsequently transfers to an ineligible job classification, the employee will receive the County contribution through the last day of the pay period in which the employee remained eligible. The employee must leave his/her assets in the County 401(a) Plan until either death, total & permanent disability, retirement or separation from the County of Orange.
ARTICLE XXII  RETIREMENT

Section 1.  Retirement Benefit Levels

A.  For Employees Hired Before January 1, 2013, or if Hired on or After January 1, 2013, who are Not Considered “New Members” within the Meaning of the Public Employees’ Pension Reform Act of 2013 (PEPRA):

1.  Employees will be provided a one-fiftieth (1/50) retirement benefit calculated pursuant to Section 31676.19 of the Government Code. (This retirement formula is commonly known as the “2.7% at 55” benefit formula.)

2.  For employees hired on or before September 20, 1979 - the retirement allowance will be computed on the highest one (1) year of final compensation per Government Code Section 31462.1.

3.  For employees hired on or after September 21, 1979 – the retirement allowance will be computed on the employee’s highest three (3) years of compensation per Government code section 31462.

B.  For employees hired on or after January 1, 2013, who are considered “New Members” within the meaning of the Public Employees’ Pension Reform Act of 2013:

1.  The retirement formula, (the determination of final compensation and pensionable compensation, and other pension related conditions covered by PEPRA) shall be governed by the provisions of PEPRA. Employees will also make the contributions described in Section 2.B and C. below.

Section 2.  Retirement Contributions

A.  Normal employee contribution rates for employees on the 2.7%@55 retirement formula will be calculated pursuant to Section 31621.8 of the Government Code. Normal employee contribution rates for employees on the 2.5%@67 retirement formula will be calculated pursuant to Section 7522.30 of the Government Code. Cost-of-living contributions will continue to be established and adjusted subsequent to and in accordance with state law and the actuarial recommendations adopted by the Retirement Board and the Board of Supervisors.

B.  The County will continue to adopt employee contribution rates equal to County contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as adopted by OCERS. Employees will pay the full employee member contribution rate for each of the benefit plans provided by the County.

C.  Employee Retirement Contributions to Offset the Increased Cost of the “2.7% at 55” benefit formula (Reverse Pickup):
1. The implementation of the “2.7% at 55” retirement benefit formula shall be without additional cost to the County for as long as the enhanced benefit formula is provided to employees, i.e., it will be borne entirely by the employees. Effective with the pay period that commenced on June 24, 2005, general members in this bargaining unit began making an additional employee contribution to the retirement system. This contribution is in addition to the normal employee contribution calculated under Section 31621.8 of the Government Code, and is in addition to the employee contribution required to help provide full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the actuary. The additional employee contribution made under this paragraph is known as the "Reverse Pickup" and is designed to offset both the employer’s prospective increased costs, as well as the employer’s increased costs attributable to past service liability of providing this enhanced retirement benefit.

   a. The portion of the additional employee contribution that is attributable to past service liability shall be in accordance with, and for the purposes stated, in Section 31678.3(d) of the Government Code. This additional contribution shall continue beyond the expiration date of this MOU, for the purpose of amortizing, over a 20-year period, the cost of the enhanced retirement benefit.

   b. The portion of the additional employee contribution that is attributable to the prospective increased cost of the benefit shall also continue beyond the expiration date of this MOU but unlike the past service liability, does not expire at the end of the 20-year period set forth above.

2. Reduction in Reverse Pickup

   a. Effective the first day of the first full pay period following the Board of Supervisors adoption of this MOU, the annual reverse pickup contribution rate for employees in the 2.5% at 67 PEPRA benefit formula will be frozen at the fiscal year 2019-2020 rate. The reverse pickup contribution rate for employees in the 2.7% at 55 classic benefit formula shall continue to be calculated as they currently are.

   b. Effective the first day of the first full pay period following the Board of Supervisors adoption of this MOU, the County shall reduce the reverse pickup rate by an ongoing 1.2% for all bargaining unit members.

   c. Effective July 3, 2020, the County shall reduce the reverse pickup rate by an additional 0.74%, for a total fixed ongoing
1.94% reduction of the employees’ contribution paid to reverse pickup.

d. On July 3, 2020, the entire reverse pickup for employees in the 2.5% at 67 PEPRA benefit formula shall be eliminated in perpetuity and the 1.94% reduction for employees in the 2.7% at 55 classic benefit formula shall continue.

Section 3. Tax-Deferred Retirement Plan

The County will administer an approved tax-deferred retirement plan which will allow employees to reduce their taxable gross income by the amount of their retirement contribution. This plan, known as a 414H(2) plan, shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.
ARTICLE XXIII  SEPARABILITY

In the event that any provision of this Memorandum is declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
ARTICLE XXIV   FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1.    Dependent Care Reimbursement Account (DCRA)

The County will administer a Dependent Care Reimbursement Account that will allow employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s dependent care reimbursement account to pay for dependent care expenses as permitted by state and federal law, regulations and guidelines and as permitted by the County’s Section 125 Plan document.

Section 2.    Health Care Reimbursement Account (HCRA)

The County will administer a Health Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s health care reimbursement account to pay for health care expenses as permitted by state and federal law, regulations and guidelines and as permitted by the County’s Section 125 Plan document.
ARTICLE XXV    SALARIES

1. During the term of this Agreement the Attorney salary schedule (Schedule L) will be increased as follows:

   a. Effective the first day of the first pay period following adoption of this 2019-20232023-2026 MOU, the salary schedule will be increased by 2.54.75%.

   b. Effective June 28, 2024July 3, 2020, the salary schedule will be increased by 2.764.25%.

   c. Effective June 27, 2025July 2, 2021, the salary schedule will be increased by 3.54.0%.

   d. Effective July 1, 2022, the salary schedule will be increased by 3.5%.
APPENDIX A

Classes included in the Attorney Unit:

2306  Attorney I
2307  Attorney II
2308  Attorney III
2336  Deputy Attorney IV
2337  Senior Deputy Attorney
# DEAL POINTS

**FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND ORANGE COUNTY ATTORNEYS ASSOCIATION**

**July 20, 2023**

<table>
<thead>
<tr>
<th><strong>Contract Term</strong></th>
<th><strong>July 1, 2023 – June 25, 2026</strong></th>
</tr>
</thead>
</table>
| **Salary**        | - Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, increase salary schedule by 4.75%.  
- Effective June 28, 2024, the salary schedule will be increased by 4.25%.  
- Effective June 27, 2025, the salary schedule will be increased by 4.0%. |
| **Optional Benefit Plan** | Effective January 1, 2024, increase the Optional Benefit Plan (OBP) amount for Attorney I through IIIs from $2,000 to $3,500 each calendar year. |
| **Educational and Professional Reimbursement Program** | Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, eligible employees may request reimbursement of up to $2,000 of the maximum Educational and Professional Reimbursement Program allotted amount for law school loan payments made during the course of the fiscal year while employed by the County. Eligible employees must be employed by the County at the time reimbursement is made to be eligible to receive this benefit. |
| **Merit Increases** | Effective the first day of the first full pay period following Board of Supervisors adoption of MOU:  
- an Overall Standard performance rating shall earn a two (2) step increase  
- Remove Department Head discretion to award merit increases above Step 9 |
<table>
<thead>
<tr>
<th>Bereavement Leave</th>
<th>Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, use of bereavement leave may be extended beyond six months from the date of the loss, to 12 months, provided an employee obtained written approval from a supervisor within six months of the loss.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Holidays</td>
<td>Observe Native American Day holiday in lieu of Columbus Day.</td>
</tr>
<tr>
<td>Insurance</td>
<td>Establish an Insurance working group to discuss a redesign of the Wellness Credit program, how employees earn their 5% credit, and reducing the cost of health insurance.</td>
</tr>
<tr>
<td>Clean Up Language</td>
<td>Address administrative changes, which have occurred during the term of the contract.</td>
</tr>
<tr>
<td>Other Contract Provisions</td>
<td>The parties have agreed upon other minor revisions to: payment of bar fees, salary on promotion, establish a Short-Term Disability Plan working group, extend grievance deadlines, extend a probationary period when an employee is placed on administrative leave, and incorporate side letters into the contract.</td>
</tr>
</tbody>
</table>

The signatures below indicate the parties have reached a tentative agreement on the foregoing subjects. This is an abbreviated version of the tentative agreement agreed to by the parties. This document does not and is not intended to set out the tentative agreements agreed upon in their entirety. Final agreement is dependent upon drafting of specific contract language and ratification by the OCAA membership and adoption by the County’s Board of Supervisors.

FOR ORANGE COUNTY ATTORNEYS ASSOCIATION

__________________________________  ___________________________ 
Vincent Marinaccio   Date  James Harman        Date 
President, OCAA     Chief Negotiator, County of Orange

FOR THE COUNTY OF ORANGE

Attachment C
August 2, 2023

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the August 8, 2023, Board Hearing.

Agency: County Executive Office
Subject: Approve Employee Dental Insurance Enrollment for Craft and Plant Engineer Unit
Districts: All Districts

Reason Item is Supplemental: The County Executive Office is requesting this supplemental item because the parties are in the process of finalizing the language of the Side Letter. This Agenda Staff Report and attachment were finalized after the filing deadline to the Clerk of the Board.

Justification: This item needs to be on the supplemental agenda on August 8, 2023, to ensure the continuity of benefits.

Concur: Donald P. Wagner, Chairman of the Board of Supervisors

cc: Board of Supervisors
    County Executive Office
    County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 08/08/2023
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Executive Office
DEPARTMENT HEAD REVIEW: Colette Farnes (714) 834-2836
DEPARTMENT CONTACT PERSON(S): Jamie Newton (714) 834-2247

SUBJECT: Approve Employee Dental Insurance Enrollment for Craft and Plant Engineer Unit

CEO CONCUR

COUNTY COUNSEL REVIEW
Approved as to form.

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

<table>
<thead>
<tr>
<th>Budgeted: N/A</th>
<th>Current Year Cost: See Financial Impact Section</th>
<th>Annual Cost: See Financial Impact Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staffing Impact: No</td>
<td># of Positions: N/A</td>
<td>Sole Source: N/A</td>
</tr>
<tr>
<td>Current Fiscal Year Revenue: N/A</td>
<td>Funding Source: See Financial Impact Section</td>
<td>County Audit in last 3 years: No</td>
</tr>
<tr>
<td>Levine Act Review Completed: N/A</td>
<td>Prior Board Action: N/A</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDED ACTION(S)

1. Approve and adopt the attached side letter agreement between the County of Orange and the International Union of Operating Engineers – Local 501 to provide dental insurance benefits to employees in the Craft and Plant Engineer Unit.

2. Authorize the Chief Human Resources Officer or designee to execute the terms and conditions set forth in the attached side letter agreement.

SUMMARY:
Approval and adoption of the attached side letter agreement between the County of Orange and the International Union of Operating Engineers – Local 501 will provide dental benefits to County employees who would not have such benefits otherwise.
BACKGROUND INFORMATION:

The International Union of Operating Engineers – Local 501 (IUOE) represents approximately 140 positions employed in 14 different classifications in the Craft and Plant Engineer Unit (e.g., Carpenter, Electrician, Plumber, Facilities Mechanic, Painter, Trades Helper) within four County departments (OC Public Works, OC Sheriff’s Department, John Wayne Airport and Social Services Agency).

The Trustees of the Operating Engineers Local 501 Security Fund notified the County in June of 2022 that the trust would no longer provide vision and dental benefits to County employees as of June 30, 2023. The Memorandum of Understanding (MOU) between the County and IUOE expired on June 30, 2023. The County is currently in the meet and confer process with IUOE to negotiate the terms for a successor MOU. To ensure that employees in the bargaining unit have access to dental benefits before the end of the meet and confer process, the parties agreed to the attached side letter that provides the following:

- The County ceased its contributions to the Operating Engineers Local 501 Security Fund.
- The Operating Engineers Local 501 Security Fund no longer provides dental and vision benefits to Craft and Plant Engineer Unit employees.
- The County will offer dental benefits to employees and their dependents effective as soon as possible after Board approval through December 31, 2023, pursuant to the Dental Plan. The County will pay 100 percent of the employee premiums for full time employees.
- The parties agree to continue to discuss dental and vision insurance benefits for Craft and Plant Engineer Unit employees with an anticipated implementation date of January 1, 2024.

FINANCIAL IMPACT:

The estimated total cost over the term of the Side Letter is $82K, $56K of which is Net County Cost (NCC). Ceasing the bi-weekly contributions sent to the Operating Engineers Security Fund for Dental and Vision Insurance will result in a savings of $88K, of which $60K is NCC. As a result, there is an actual net savings of $6K in total cost and $4K in NCC for the term of this Side Letter.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Side Letter Agreement between the County of Orange and the International Union of Operating Engineers – Local 501 with MOU Language Changes and Dental Plan Attachments
The County of Orange (County) and the International Union of Operating Engineers (IUOE) agree to the following changes to Article XVI Insurance, Section 3. Dental and Vision Insurance Coverage:

1. Effective June 29, 2023, the County will cease the fifty dollars and eighty-seven cents ($50.87) per pay period contribution to the Operating Engineers, Local 501, Security Fund.

2. Effective June 30, 2023, the Operating Engineers, Local 501, Security Fund will no longer provide dental and vision benefits to employees in the Craft and Plant Engineer (CP) Unit.

3. The parties agree to the changes to Article XVI, Section 3. as outlined in Attachment A.

4. The County will offer the Dental Plan described in Attachment B to all full-time regular, limited-term, and probationary employees and their eligible dependents in the CP Unit effective as soon as possible after final approval from the County Board of Supervisors through December 31, 2023. The County will pay 100 percent of the employee's premium for full-time employees. Full-time is defined as an employee who is scheduled to work 80 hours per pay period. Such offer and enrollment will occur as soon as it is administratively feasible for the County.

Part-time regular, limited-term, and probationary employees will have the option of purchasing the Dental Plan described in Attachment B for the employee and dependents by paying one-half the monthly rate paid by the County for full-time employees, provided the employee's normal pay period consists of at least forty (40) hours. Such offer and enrollment will occur as soon as it is administratively feasible for the County.

The County will enroll the eligible employees in the County's Dental plan effective July 1, 2023, to bridge any gaps of coverage for the eligible employees.

5. The parties agree to continue to discuss changes to the dental insurance benefits for the CP Unit employees with an anticipated effective date of January 1, 2024.
6. The parties agree to continue to discuss vision insurance benefits for the CP Unit employees with an anticipated implementation date of January 1, 2024.

All other terms and conditions contained in the 2019 - 2023 Craft and Plant Engineer Unit Memorandum of Understanding (MOU) executed between the County and IUOE not specifically amended by this Side Letter Agreement shall remain unchanged and unaffected by this Side Letter.

County of Orange:                                           IUOE:

Colette Farnes                                      Deric Barnes
Chief Human Resources Officer                      Director of Public Employees

Jamie Newton                                      Date
Director, Employee & Labor Relations

Marc Gallonio                                      Date
Sr. Employee & Labor Relations Manager

Board of Supervisors Approval Date:____________________
Section 3. Dental and Vision Insurance Coverage

A. All full-time regular and limited-term employees will be covered by the “Operating Engineers, Local 501, Security Fund” Dental Program “Plan A”, and Vision Plan.

B. The County will contribute into the Operating Engineers, Local 501, Security Fund fifty dollars and eighty-seven cents ($50.87) per pay period (exclusive of the third payday in any month) for each employee.

C. To be eligible for the above payment, the employee must have been paid for at least seventy-two (72) regularly scheduled hours during the pay period for which the payment is being made.

D. In the event the cost of maintaining the existing benefits exceeds fifty dollars and eighty-seven cents ($50.87) per pay period, the excess shall be paid by the employee through payroll deduction.

E. Insurance coverages provided through the Security Fund with monies contributed by the County shall be made available by the Union to all eligible employees in the Representation Unit on an equal basis regardless of membership status.

F. The Union shall indemnify and hold the County harmless from any claims or legal actions brought under this Section.

G. IUOE will operate their insurance programs in accordance with applicable State and/or Federal laws and regulations. Once each year, upon request of the County the IUOE Trustees shall provide the County with the following no later than December of each year:

1. Summary Annual Report of the Operating Engineers Local 501 Security Fund Form 5500

2. Additionally, the County shall have the right to receive a copy of the full annual report, or any part thereof. The following is included in the report:

   a. an independent auditor’s report

   b. assets held for investment

   c. transactions in excess of five percent (5%) of plan assets and
3. A letter from the Certified Public Accountant verifying that all transactions of the trust have been reviewed and that all payments have been made consistent with the contractual agreements and the required tax returns have been filed in accordance with applicable laws.

H.A. The County and IUOE agree to a reopener of Section 3. (Dental and Vision Insurance Coverage) to discuss dental and vision coverage. This reopener shall not occur until the resolution of any and all civil or administrative proceedings resulting from the parties agreement in Section 3 including but not limited to, The Board of Trustees, in their capacities as Trustees of the Operating Engineers Local 501 Security Fund v. County of Orange Case no: 2:19-CV-09426.
COUNTY OF ORANGE MANAGEMENT AND ATTORNEY DENTAL PLAN
DOCUMENT

The County of Orange Management and Attorney Dental Plan assures that all benefits herein described shall be paid to eligible employees and dependents for dental expenses incurred within the inclusion of this Plan.

The Plan is subject to all terms, provisions and conditions recited on the following pages.

The County of Orange has caused this Plan to take effect as of 12:01 a.m., January 1, 1985 at Santa Ana, California.

PLAN PROVISIONS

ELIGIBLE CLASSES

All Employees who are classified as (1) Administrative Management Employees, (2) Executive Management Employees, (3) Fire Management Employees, (4) Law Enforcement Management Employees, (5) Marshal Management, (6) Elected Officials and (7) Attorneys.

EMPLOYEE'S DATE OF ELIGIBILITY

All full-time or part-time employee working 20 hours or more per week will become eligible following completion of 90 days of continuous full-time or part-time employment.

1. A full-time and part-time employee (whether permanent or temporary) is one who works at least the hours in the normal work week established for his job, but not less than 20 hours a week.
2. A full-time employee becomes eligible on the later of (a) the date he completes the waiting period shown in the schedule, and (b) the date he enters the eligible class (see schedule).
3. A part-time employee less than 20 hours per week is not eligible. A part-time employee working 20 hours or more must in addition to meeting other eligibility criteria, pay 50% of the monthly premium.

TERMINATION

The eligibility of an Employee will automatically terminate when:

(1) he ceases to be a member of the representation unit because of termination of employment (described below) or for any other reason, or
(2) his class is no longer included in the coverage classes for the insurance, or
(3) the provisions of the Group Plan terminate.
QUALIFIED DEPENDENT

An employee's wife, husband or unmarried child, except for:

(1) a person after that person has ceased to be a spouse of the employee by reason of divorce or annulment;
(2) a child nineteen or more years of age unless (a) wholly dependent upon the employee for support and maintenance, (b) enrolled as a full-time student in an education institution, and (c) less than twenty-five years of age;
(3) a spouse or child on active duty in any military, naval or air force of any country; and
(4) a child who is covered as an Employee of the County.

An employee's children include step-children, legally adopted children and foster children, provided they are dependent upon the employee for support and maintenance.

BECOMING INSURED FOR DEPENDENTS INSURANCE

The employee shall be insured with respect to a qualified dependent from the first day, on or after the employee's date of eligibility, and enrollment of the dependent.

TERMINATION OF DEPENDENTS COVERAGE

An employee's dependent coverage will automatically terminate when:

(1) he ceases to be a member of the coverage classes for the coverage because of termination of employment (described in the Termination of Employee), or
(2) his class is no longer included in the coverage classes for the coverage, or
(3) the provisions of the Group Plan terminate.

All of the Dependents Insurance with respect to a particular qualified dependent will automatically terminate if that dependent ceases to be a qualified dependent.

The benefit year shall be a calendar year, January 1 through December 31.

AMOUNT OF BENEFIT

List of Dental Services applies.

Basic Benefits Percentage – 80%.

*The Basic Benefit Percentage applicable to a person's benefits under the coverage for a Benefit Year will be increased to the applicable percentage indicated below depending upon the number of immediately preceding consecutive Benefit Years in which the following condition was satisfied.
CO MANAGEMENT AND ATTORNEY DENTAL PLAN DOCUMENT

Condition:  The person visited a dentist for examination and diagnosis at least once during the Benefit Year, and all Basic Services, indicated in the List of Dental Services, which were recommended by the dentist as a result of the first of such visits, were completed during that Benefit Year.

<table>
<thead>
<tr>
<th>NUMBER OF IMMEDIATELY PRECEDING BENEFIT YEARS DESCRIBED ABOVE</th>
<th>CURRENT BASIC PERCENTAGE APPLICABLE TO A PERSON'S INSURANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>90%</td>
</tr>
<tr>
<td>2 OR MORE</td>
<td>100%</td>
</tr>
</tbody>
</table>

If, during any Benefit Year, the conditions listed were not satisfied, the Basic Benefits Percentage will become 80% for the next Benefit Year. The Basic Benefits Percentage for subsequent Benefit Years will be increased from 80% as described above.

Basic Benefits Lifetime Deductible Amount -- $25.00.

Additional Benefits Percentage – 50%.

Additional Benefits Annual Deductible Amount -- $25.00. However, solely for the purpose of calculating benefits for charges incurred in connection with any one Treatment Plan, charges used toward satisfaction of the Additional Benefits Annual Deductible for a Benefit Year will include any charges in connection with that Treatment Plan which were used toward the satisfaction of the Additional Benefits Annual Deductible for a previous Benefit Year. If any benefit has become payable under the coverage in connection with a charge, that charge shall in no event be considered in the satisfaction of the Additional Benefits Annual Deductible for any Benefit Year.

Maximum Annual Dental Benefit -- $1,500.

CONTINUANCE IN COVERAGE CLASSES DURING ABSENCE FROM FULL-TIME WORK:

The types of absences and time limits referred to in the Termination of Employee Insurance section of the Insurance Plan Provisions for considering an employee as continuing to be a member of the coverage classes are --

<table>
<thead>
<tr>
<th>TYPE OF ABSENCE FROM FULL-TIME WORK</th>
<th>TIME LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leave of absence or temporary lay-off, for reasons other than disability</td>
<td>End of the policy month following the policy month in which the employee ceased to be actively engaged in work on a full-time or part-time of 20 hours or more per week, basis</td>
</tr>
<tr>
<td>Disability</td>
<td>None</td>
</tr>
</tbody>
</table>
PROVISION FOR COORDINATION
OF BENEFITS SUBJECT TO THIS PROVISION WITH OTHER BENEFITS

A. BENEFITS SUBJECT TO THIS PROVISION
All of the benefits under the Plan with respect to expenses incurred on or after the date this provision becomes effective.

When a person is a covered individual under the Plan in more than one capacity either (1) as an employee and as a qualified dependent of another employee, or (2) as a qualified dependent child of more than one employee, coverage of the person in each capacity will be considered as a separate Plan for the purposes of this provision, and this provision will apply separately to the coverage of the person in each capacity as though such coverage were "this Plan" and coverage of the person in any other capacity were other than "this Plan".

B. DEFINITIONS

(1) Plan--Any of the following which provide benefits or services for, or by reason of, dental care or treatment:

(a) Coverage under governmental programs or required or provided by any statutes. "Plan" shall not include Medicaid.
(b) Group insurance or any other arrangement of coverage for individuals in a group whether on an insured or uninsured basis, including any prepayment coverage, group practice or individual practice coverage.

"Plan" shall be construed separately with respect to each program, policy, contract or other arrangement for benefits or services, or portion thereof, constituting a "Dental Plan". "Plan" shall also be construed separately with respect to that portion of each program, policy, contract or other arrangement which reserves the right to take benefits or services of other Plans into consideration in determining its benefits and that portion which does not.

A "Dental Plan" is one which primarily provides benefits or services for, or by reason of, dental care or treatment.

(2) "This Plan" means those portions of the Plan which provide the benefits which are subject to this provision.
(3) Medicaid--A state program pursuant to Title XIX (Grants to States for Medical Assistance Programs) of the United States Social Security Act, as amended from time to time.
(4) Allowable Expense--Any necessary, reasonable and customary item of expense at least a portion of which is covered.
PROVISION FOR COORDINATION
OF BENEFITS SUBJECT TO THIS PROVISION WITH OTHER BENEFITS

C. EFFECT ON BENEFITS

(1) When benefits are provided under this Plan and another plan which also has a coordination provision, the person for whom claim is made will have their benefits determined as follows:

(a) Benefits will be determined first under the plan where such person is covered other than as a Dependent before the benefits of a plan covering them as a Dependent.

(b) Benefits will be determined first under the plan where such person is covered as a Dependent of the person who's Date of Birth is first in the calendar year before the benefits of a plan covering them as a dependent of a person who's Date of Birth is second in the calendar year.

(c) In the event that the other carrier (Co-Ordination Benefits) does not honor the Birthday Rule, benefit will be determined by the Gender Rule. That is where such a person is covered first under the plan where such person is covered as a Dependent of a male person, before the benefits of a plan covering them as a Dependent of a female person.

(d) When none of the above are applicable, benefits will be determined first under the plan where such claimant has been covered longer before the benefits of a plan covering them the shorter period of time.

(2) When benefits are provided under this Plan and another plan which also has a coordination provision, a dependent child who has coverage under separate plans as a result of a divorce or separation will have their benefits determined as follows:

(a) Benefits will be determined first under the plan of the natural parent having legal custody of the child before the benefits of the natural parent not having legal custody.

(b) Benefits will be determined first under the plan of the step parent (spouse of the natural parent having legal custody of the child) before the benefits of the natural parent not having legal custody.

(c) Benefits will be determined first if there is a court order which assigns financial responsibility for the health care expenses of the dependent child to one of the natural parents, regardless of which natural parent has custody, that parent's plan always pays first.

(d) When benefits are provided under this Plan and another plan which does not have a coordination provision, the benefits of the other plan shall be determined first.
D. RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION

For the purposes of determining the applicability of and implementing the terms of this provision of this Plan or any provision of similar purpose of any other Plan, County or its Administrator may, with the consent of the insured person, release to or obtain from any other insurance or other organization or person any information, with respect to any person, which County deems to be necessary for such purposes. Any person claiming benefits under this Plan shall furnish to County or its Administrator such information as may be necessary to implement this provision.

E. FACILITY OF PAYMENT

Whenever payments should have been made under this Plan in accordance with this provision have been made under any other Plan, County shall have the right, exercisable alone and in its sole discretion, to pay over to any organizations making such other payments any amounts it shall determine to be warranted in order to satisfy the intent of this provision. Amounts so paid by County shall be deemed to be benefits paid under this Plan and, to the extent of such payments, Prudential shall be fully discharged from liability under this Plan.

F. RIGHT OF RECOVERY

Whenever payments have been made by County with respect to Allowable Expenses in a total amount, at any time, in excess of the maximum amount of payment necessary at that time to satisfy the intent of this provision, County shall have the right to recover such payments, to the extent of such excess, from among one or more of the following, as County shall determine any persons to or for or with respect to whom such payments were made, any other insurance companies, any other organizations.
EXCLUSIONS UNDER DENTAL EXPENSE BENEFITS

THE PLAN DOES NOT COVER:

1. A service or supply not included in the "List of Dental Services" except under the conditions explained in "What the Insurance Covers."

2. Anything not furnished by a dentist, except x-rays ordered by a dentist, and services by a licensed dental hygienist under the dentist's supervision; anything not necessary or not customarily provided for dental care.

3. Service (a) furnished by or for the U.S. Government, or (b) furnished by or for any other government unless payment is legally required, or (c) to the extent provided under any governmental program or law under which the individual is, or could be, covered.

4. An appliance, or modification of one, where an impression was made before the patient was covered; a crown, bridge or gold restoration for which the tooth was prepared before the patient was covered; root -canal therapy if the pulp chamber was opened before the patient was covered.

5. A crown, gold restoration, or a denture or fixed bridge or addition of teeth to one, if the work involves a replacement or modification of a crown, gold restoration, denture or bridge installed less than five years before.

6. A denture or fixed bridge involving replacement of teeth extracted before the individual was covered, unless it also replaces a tooth that is extracted while covered, and such tooth was not an abutment for a denture or fixed-bridge installed during the preceding five years.

7. Services due to an accident related to employment or disease covered under workmen's compensation or similar law.

8. Replacement of lost or stolen appliances; appliances or restorations for the purpose of splinting, or to increase vertical dimension or restore occlusion.

9. Orthodontics (a program to straighten teeth); dental care of a congenital or developmental malformation; services for cosmetic purposes unless made necessary by an accident occurring while covered. Facings on molar crowns or pontics are always considered cosmetic.

10. Any portion of a charge for a service in excess of the reasonable and customary charge (the charge usually made by the provider when there is no insurance, not to exceed the prevailing charge in the area for dental care of a comparable nature, by a person of similar training and experience).
EXCLUSIONS UNDER DENTAL EXPENSE BENEFITS

11. Expenses applied toward satisfaction of a deductible under the Dental Expense Insurance.

EXTENSION OF BENEFITS

If the Dental Expense Insurance for you or a dependent is terminated, the protection will be extended to cover the following dental care received within the next 30 days, provided benefits would have been paid had the insurance remained in effect:

a. An appliance, or modification of one, for which an impression was taken before termination.

b. A crown, bridge or gold restoration for which the tooth was prepared before termination.

c. Root canal therapy, provided the pulp chamber was opened before termination.
LIST OF DENTAL SERVICES

This List of Dental Services applies to a person's dental coverage. This list includes only those services listed below. Any services not listed will be excluded except as provided in the following paragraph.

If a charge is incurred for a service not included in the list, in connection with the dental care of a specific condition, and if this list contains one or more services which, according to customary dental practices, are separately suitable for the dental care of that condition, then a charge for the least expensive of such services as are included in this list will be considered to have been incurred in lieu of the charge actually incurred.

If two or more services included in this list are separately suitable for the dental care of a specific condition, according to customary dental practices, and if a charge is actually incurred for one of such services, then a charge for only the least expensive of such services will be considered to have been incurred.

BASIC SERVICES

VISITS AND EXAMINATIONS

- Office visit during regular office hours for treatment and observation of injuries to teeth and supporting structure (other than for routine operative procedures)
- Professional visit after hours (payment will be made on the basis of services rendered or visit, whichever is greater)
- Special consultation by a specialist for case presentation when diagnostic procedures have been performed by a general dentist
- Prophylaxis for children under age 14 (limited to two treatments every year)
- Prophylaxis for individuals age 14 or over, treatments to include scaling and polishing (limited to two treatments every year)
- Topical application of sodium fluoride, including prophylaxis (limited to a single treatment per year and to children under age 4)
- Topical application of stannous fluoride, including prophylaxis, per treatment (limited to one treatment per year and to children under age 18)
- Emergency palliative treatment, per visit

X-RAY AND PATHOLOGY

Except for injuries, film fees include examination and diagnosis.

- Single film
- Additional films (up to 12), each
- Entire denture series consisting of at least 14 films, including bitewings if necessary (limited to once every three years)
- Intra-oral, occlusal view, maxillary or mandibular, each
X-RAY AND PATHOLOGY (Cont’d)

• Superior or inferior maxillary, extra-oral, one film
• Superior or inferior maxillary, extra-oral, two films
• Bitewing films including examination (not more than once every six months)
  2 films
  4 films
• Panoramic survey, maxillary and mandibular, single film (considered an entire denture series)
• Biopsy and examination of oral tissue
• Microscopic examination

ORAL SURGERY
Includes local anesthesia and routine postoperative care.

Extractions
  Uncomplicated (single)
  Each additional tooth
  Surgical removal of erupted tooth
  Postoperative visit (sutures and complications) after multiple extractions and impaction

Impacted Teeth
  Removal of tooth (soft tissue)
  Removal of tooth (partially bony)
  Removal of tooth (completely bony)

Alveolar or Gingival Reconstructions
  Alveolectomy (edentulous) per quadrant
  Alveolectomy (in addition to removal of teeth) per quadrant
  Alveoplasty with ridge extension, per arch
  Removal of palatal torus
  Removal of mandibular tori, per quadrant
  Excision of hyperplastic tissue, per arch
  Excision of pericoronal gingiva

Cysts and Neoplasms
  Incision and drainage of abscess
  Radical resection of mandible with bone graft
  Removal of cyst or tumor up to 1/2 inch
  Removal of cyst or tumor over 1/2 inch

Other Surgical Procedures
  Sialolithotomy: removal of salivary calculus
  Closure of salivary fistula
  Dilation of salivary duct
Other Surgical Procedures (Cont’d)
- Transplantation of tooth or tooth bud
- Removal of foreign body from bone (independent procedure)
- Maxillary sinusotomy for removal of tooth fragment or foreign body
- Closure of oral fistula of maxillary sinus
- Sequestrectomy for osteomyelitis or bone abscess, superficial
- Condyllectomy of temporomandibular joint
- Meniscectomy of temporomandibular joint
- Removal of Foreign body from soft tissue
- Frenectomy
- Suture of Soft tissue injury
- Crown exposure for orthodontia
- Injection of sclerosing agent into temporomandibular joint
- Treatment of trigeminal neuralgia by injection into second and third divisions

ANESTHESIAS
General, only when provided in conjunction with a surgical procedure.

PERIODONTICS
- Emergency treatment (periodontal abscess, acute periodontitis, etc.)
- Subgingival curettage or root planing, per quadrant (not prophylaxis)
- Correction of occlusion related to periodontal problems, per quadrant
- Gingivectomy (including post-surgical visits) per quadrant
- Gingivectomy, osseous or muco-gingival surgery (including post-surgical visits) per quadrant
- Gingivectomy, treatment per tooth (fewer than six teeth)

ENDODONTICS
Unless otherwise indicated, the limit shown is for one tooth.
- Pulp capping
- Therapeutic pulpotomy (in addition to restoration)
- Vital pulpotomy
- Remineralization (Calcium Hydroxide, temporary restoration) as a separate procedure only

ROOT CANALS
Including necessary X-rays and cultures but excluding final restoration

- Single rooted canal therapy
- Bi-rooted canal therapy
- Tri-rooted canal therapy
- Apicoectomy (including filling of root canal)
- Apicoectomy (separate procedure)
BASIC SERVICES (Cont’d)

RESTORATIVE DENTISTRY
Excluding inlays, crowns (other than stainless steel) and bridges. (Multiple restorations in one surface will be considered as a single restoration.)

Amalgam Restorations--Primary Teeth
- Cavities involving one surface
- Cavities involving two surfaces
- Cavities involving three or more surfaces

Amalgam Restorations--Permanent Teeth
- Cavities involving one surface
- Cavities involving two surfaces
- Cavities involving three or more surfaces

Synthetic Restorations
- Silicate cement filling
- Plastic filling
- Composite filling

Pins
- Pin (Retention) when part of the restoration used instead of gold or crown restoration

Crowns
- Stainless steel (when tooth cannot be restored with a filling material)

Full and Partial Denture Repairs
- Broken dentures, no teeth involved
- Replacing missing or broken teeth, each tooth

SPACE MAINTAINERS
Includes all adjustments within six months after installation.
- Fixed space maintainer (band type)
- Removal acrylic with round wire rest only
- Stainless steel clasps and/or activating wires, in addition to basic allowances, per wire or clasp
- Study models
- Removable inhibiting appliance to correct thumb-sucking
- Fixed or cemented inhibiting appliance to correct thumb-sucking
MAJOR SERVICES

RESTORATIVE
Gold restorations and crowns are covered only when teeth cannot be restored with a filling material.

Inlays
One surface
Two surfaces
Three or more surfaces
Onlay, in addition to inlay allowance

Crowns
Acrylic
Acrylic with metal
Porcelain
Porcelain with metal
Gold (full cast)
Gold (3/4 cast)
Gold dowel pin

PROSTHODONTICS

Bridge Abutments (See Inlays and Crowns)

Pontics
Cast Gold (sanitary)
Steele's facing
Tru-pontic type
Porcelain fused to gold
Plastic processed to gold

Removable Bridge (unilateral)
One piece casting, gold or chrome cobalt-alloy clasp attachment (all types), per unit

Recementation
Inlay
Inlay Crown
Bridge

Repairs: Crowns and Bridges
Repairs
PROSTHODONTICS (Cont’d)

Dentures and Partials
Fees for dentures, partial dentures and relining, including adjustments within six months after installation. Specialized techniques and characterizations are not eligible.

- Complete maxillary denture
- Complete mandibular denture
- Partial acrylic upper or lower with gold or chrome cobalt alloy clasps, base
- Teeth and clasps, extra per unit
- Partial lower or upper with chrome cobalt alloy lingual or palatal bar and acrylic saddles, base
- Teeth and clasps, extra per unit
- Simple stress breakers, extra
- Stayplate, base
- Teeth and clasps, extra per unit
- Office reline, cold cure, acrylic
- Denture reline
- Special tissue conditioning, per denture
- Denture duplication (jump case), per denture
- Adjustment to denture more than six months after installation
- Partial denture repairs (metal)

Adding teeth to partial denture to replace extracted natural teeth
- First tooth
- First tooth with clasp
- Each additional tooth and clasp
From: Sue Haugen <shaugen@palmieriawgroup.com>
Sent: Tuesday, August 1, 2023 5:03 PM
To: COB_Response <COB.Response@ocgov.com>
Cc: Patrick Hennessey <phennessey@palmieriawgroup.com>; Michael Kehoe <mkehoe@palmieriawgroup.com>; Chantal Vaznaian <cvaznaian@palmieriawgroup.com>
Subject: Notice of Intent to Appear at Resolution of Necessity Hearing August 8, 2023

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

Good Afternoon,
At the request of Mr. Kehoe, please see attached.
Please confirm receipt. Thank you.
August 1, 2023

DELIVERY VIA EMAIL & U.S. MAIL
Orange County Board of Supervisors
acting as Orange County Flood Control District
c/o Clerk of the Board
response@ocgov.com
County Administration North
400 W. Civic Center Drive, 6th Flr.
Santa Ana, California 92701

Re: Notice of Intent to Appear at Resolution of Necessity Hearing August 8, 2023

Dear Clerk of the Board:

Please be advised that Majestic-AMB South Chino, LLC ("Owner") intends to appear and be heard on the proposed adoption of a resolution of necessity by the Orange County Board of Supervisors acting as the Orange County Flood Control District ("Orange County"), set for August 8, 2023, at 9:30 a.m., affecting its property addressed as 16045 Mountain Avenue, Chino, California. Owner intends to appear at the location noticed, the Board of Supervisors' Hearing Room, First Floor, County Administration North, 400 W. Civic Center Drive, Santa Ana, California.

Owner previously submitted objections in its letter dated April 25, 2023, and incorporates those objections set forth by this reference. Owner reserves the right to submit further objections to Orange County’s adoption of the proposed resolution of necessity before and/or at the above-referenced hearing.

Very truly yours,

Michael L. Kehoe

MK:sh

3 Park Plaza, Suite 1950, Irvine, CA 92614-2518
(949) 851-7388 | www.palmierilawgroup.com
July 28, 2023

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the August 8th, 2023, Board Hearing.

Agency: CEO Real Estate
Subject: Condemnation Action, Riverside & San Bernardino Counties, Prado Dam Project
Districts: All Districts

Reason Item is Supplemental: We are under a deadline from the United States Army Corps of Engineers (Corps) to deliver possession of the required properties so that construction to raise the Prado Dam spillway can begin. The Corps must approve all appraisals. Once the appraisal was approved and offers were made, we did not have enough time to put this on the regular agenda and meet the Corps’ deadline for possession.

Justification: Per the Corps’ Optimal Schedule, we must acquire the remaining property interests in time to meet the deadline of the Corps to award the contract for construction of the Project’s spillway in 2024. If this item is delayed, we will not be able to acquire the real property interests in time and the Project could not proceed as planned, which in turn would result in inadequate flood protection downstream of the Prado Dam, potential flooding of, or damage to State Route 91 and a significant risk of property damage, injury and loss of life suffered by those downstream in Orange County.

Concur

Donald P. Wagner, Chairman of the Board of Supervisors

cc: Board of Supervisors
    County Executive Office
    County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 8/8/23
LEGAL ENTITY TAKING ACTION: Orange County Flood Control District
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Executive Office
DEPARTMENT HEAD REVIEW: James Treadaway (714) 667-9700
DEPARTMENT CONTACT PERSON(S): Thomas A. Miller (714) 834-6019

SUBJECT: Condemnation Action, Riverside & San Bernardino Counties, Prado Dam Project

<table>
<thead>
<tr>
<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Approved Resolution to Form</td>
<td>Public Hearing</td>
</tr>
</tbody>
</table>

2/3 Vote

CEO Signature
County Counsel Signature

Budgeted: Yes
Current Year Cost: See Financial Impact Section
Annual Cost: N/A

Staffing Impact: No
# of Positions: N/A
Sole Source: N/A

Current Fiscal Year Revenue: N/A
Funding Source: Fund 404: 100%
County Audit in last 3 years: No
Levine Act Review Completed: N/A
Prior Board Action: 10/6/2020 #4, 1/28/2003 #40, 12/7/1999 #49

RECOMMENDED ACTION(S):
1. Conduct public hearing.
2. At the conclusion of the hearing, make the following findings:

A Final Environmental Impact Statement was previously certified by the Board of Supervisors on November 28, 1989, and reflects the independent judgment of the Orange County Flood Control District as Lead Agency (1989 EIS). Final Supplemental Environmental Impact Statement/Environmental Impact Report No. 583 (SEIS/EIR No. 583) was previously certified by the Orange County Planning Commission on December 19, 2001, and reflects the independent judgment of the District as Lead Agency. Addendum No. 1 (IP 21-0211) was previously adopted by the Board of Supervisors on August 23, 2022, and reflects the
independent judgment of the Orange County Flood Control District as Lead Agency. The 1989 EIS, SEIS/EIR No. 583 and Addendum No. 1, adequately address and fully analyze project environmental impacts for the Santa Ana River Mainstem Project, as well as the Prado Dam Project, which is a necessary and contemplated element of the Santa Ana River Mainstem Project. The 1989 EIS, SEIS/EIR No. 583 and Addendum No. 1 (IP 21-0211) are complete and adequately satisfy the requirements of CEQA for the Santa Ana River Mainstem Project, which includes the Prado Dam Spillway Modification Project based on the following additional findings:

a) The circumstances of the Project are substantially the same and the 1989 EIS, SEIS/EIR No. 583, and Addendum No. 1 (IP 21-0211) adequately address the effects of the proposed Project. No substantial changes have been made in the Project, no substantial changes have occurred in the circumstances under which the Project is being undertaken and no new information of substantial importance to the Project that was not known or could not have been known when the 1989 EIS and SEIS/EIR No. 583 were certified has become known in relation to these proposed condemnation actions; therefore, no further environmental review is required.

b) All mitigation measures are fully enforceable pursuant to CEQA, Public Resources Code Section 21081.6(b), and have either been adopted as conditions, incorporated as part of the Project design or included in the procedures of Project implementation.

3. At the conclusion of the hearing, adopt the Resolutions of Necessity attached as Attachments E and F to this Agenda Staff Report, which include the above-described CEQA findings and also the findings required by the California Eminent Domain Law for adoption of each Resolution of Necessity, and which direct and authorize County Counsel and/or outside eminent domain counsel, the firms of Burke, Williams and Sorensen and/or Murphy and Evertz, pursuant to their existing contracts with the District, to initiate condemnation proceedings to certain interests in real property as described in the Resolution of Necessity (Subject Property Interests).

4. At the conclusion of the hearing, direct and authorize the Auditor-Controller, upon request by County Counsel, to encumber and transfer funds to the State Treasurer’s Condemnation Deposits Fund, in amounts to be specified by County Counsel, in a total amount as described in the Resolutions of Necessity; and to be made as one or more deposits of estimated compensation in the condemnation proceedings; and to encumber such additional funds, and transfer such additional funds, as may be requested by County Counsel, and if necessary to satisfy any court orders for higher deposits or payment of greater compensation, or as necessary to pay for title insurance and other fees and costs in connection with the acquisition of the Subject Property Interests pursuant to each Resolution of Necessity.

SUMMARY:

Conducting a public hearing and considering adoption of Resolutions of Necessity that allow the Orange County Flood Control District to acquire property for the Santa Ana River Mainstem/Prado Dam Project will provide protection to the public from flood and storm waters from the potential effects of a 190-year and a 200-year flood/storm event.

BACKGROUND INFORMATION:

On December 7, 1999, the Board of Supervisors (Board) for the Orange County Flood Control District (District) authorized the initiation of the Prado Dam Project Real Property Acquisition Program. On January
28, 2003, the Board authorized the execution of a Project Cooperation Agreement and Second Modification to the Local Cooperation Agreement for the Santa Ana River Mainstem Project, and on October 6, 2020 the Board authorized Amendment Number 1 to the Project Cooperation Agreement along with the Recommended Actions including authorizing the Director of OC Public works or designee to execute ancillary documents or Relocation Agreements approved by County Counsel not to exceed $1 million per utility or property owner relocation need per fiscal year. The Project Cooperation Agreement requires the local sponsors of the Santa Ana River Mainstem Project, including the District, to acquire real property interests and perform relocation/protection of utilities, streets and highways as necessary for construction and related revised flood control operations.

The recommended action, adoption of the proposed Resolutions of Necessity (Resolutions), would find and declare it to be necessary to institute eminent domain proceedings to acquire the real property interests described below, which are located in the Counties of Riverside and San Bernardino, for the District's Santa Ana River Mainstem/Prado Dam Project (Project), which will raise the Prado Dam flood basin and expand the potential inundation area up to 566 feet above sea level, and find and declare that the public interest and necessity require the Project for the purpose of controlling flood and storm waters in order to protect the safety, health and welfare of residents and properties within the County of Orange from the potentially devastating effects of a up to 200-year flood/storm event. In particular, the recommended action would find and declare that it is necessary for the District to acquire permanent flowage easement interests as described in the Resolutions of Necessity, in order to meet the deadline of the United States Army Corps of Engineers (Corps) to award the contract for construction of the Project’s spillway in 2024.

If the Corps’ schedule is not met, vital Project funding may be lost or delayed, thus exposing the citizens of Orange County to a prolonged risk of property damage and personal injury from a major storm event. The Subject Property Interests are necessary for the Project, in order to provide sufficient protection from storm events and flooding to those downstream from the Prado Dam and because the area of the Subject Property Interests will be exposed to greater risk or frequency of inundation as a result of the Prado Dam’s increased reservoir capacity once the spillway is increased in height.

A more detailed description of the intended public use of, and necessity for, these acquisitions is contained in the accompanying OC Public Works Memoranda, attached hereto as Attachment B, which is incorporated herein by this reference and that provides substantial information supporting the requested findings contained in the proposed Resolutions of Necessity. The information presented in this Agenda Staff Report and in that Memoranda are legally sufficient to show that the public interest and necessity require the Project for the purposes specified by the Orange County Flood Control Act (California uncodified Water Code, Act 5682, section 2, also referred to as Water Code App. sections 36-1 et seq.) (Act), including, but not limited to, the control of flood and storm waters. The District is authorized to acquire the Subject Property Interests and to exercise the power of eminent domain for the public uses described herein and in the accompanying OC Public Works Memoranda under the California Constitution and the California Eminent Domain Law (Code of Civil Procedure Sections 1230.010 et seq., and 1240.010 et seq., including without limitation Section 1240.110), Government Code Section 25350.5 and the Act.

Accordingly, County Counsel and OC Public Works / Infrastructure Programs / Flood Programs request the Board, acting in its capacity as the governing Board of the District, to adopt the proposed Resolutions to authorize and direct County Counsel and/or outside eminent domain counsel, the law firms of Burke, Williams & Sorensen (BWS) and/or Murphy and Evertz (M&E), pursuant to their existing contracts with the District, to file and pursue proceedings to condemn and acquire the Subject Property Interests, which are more particularly described in the proposed Resolutions of Necessity attached as Attachments E and F.
Although the Subject Property Interests are located in the County of San Bernardino, they are within the reach of the District’s extraterritorial power of eminent domain pursuant to Sections 2 and 16 of the Act.

To the extent the Subject Property Interests are already devoted to a public use, the use of the Subject Property Interests for the District’s Project is a compatible use that will not unreasonably interfere with or impair the continuance of the public use as it presently exists or may reasonably be expected to exist in the future (California Code of Civil Procedure Section 1240.510), or the use of the Subject Property Interests for the District’s Project is a more necessary public use than is the presently existing public use (California Code of Civil Procedure Section 1240.610).

FINANCIAL IMPACT:

Appropriations are included in the Flood Fund 404 FY 2023-24 Budget for issuance of a one-time cost of $5,375,300 via the following account codes:

<table>
<thead>
<tr>
<th>#</th>
<th>Property Owner Name</th>
<th>Appraisal Value</th>
<th>Project Parcel No.</th>
<th>Account Coding with JCN</th>
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<tbody>
<tr>
<td>1</td>
<td>Turner South Chino</td>
<td>$2,237,300</td>
<td>E01PD 45-997</td>
<td>404-080-404-LS34-4100-ESP2125</td>
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<tr>
<td>2</td>
<td>Majestic</td>
<td>$3,138,000</td>
<td>E01PD 45-020</td>
<td>404-080-404-LS24-4100-ESP2115</td>
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<tr>
<td></td>
<td>Grand Total</td>
<td>$5,375,300</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Payments will be made upon Board approval of the proposed recommended actions. Additional presently unknown costs will also be paid including payments for escrow, title fees and other costs upon recordation, as well as the potential for other required payments that a court may order to be deposited and/or paid in the condemnation actions. Any unknown costs will be absorbed within the existing appropriation of Flood Fund 404.

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

OC Public Works

ATTACHMENT(S):

Attachment B - OC Public Works Memoranda
Attachment C - Real Estate Acquisition Questionnaire
Attachment D – Link - Final Supplemental Environmental Impact Statement & Report No. 583 and Addendum No. 1
Attachment E - Resolution of Necessity (Parcel No. E01PD-45-997 – Turner South Chino)
Attachment F - Resolution of Necessity (Parcel No. E01PD-45-020 – Majestic)
Attachment G - Notice of Intent to Consider RON (Parcel No. E01PD-45-997 – Turner South Chino)
Attachment H - Notice of Intent to Consider RON (Parcel No. E01PD-45-020 – Majestic)
O.C. Flood Control Act provisions

WATER -- UNCODIFIED ACTS
Orange County Flood Control Act (1927 ch 723)

§ 2. Purposes of Act; Powers of district

(a) The purposes of this act are to provide for the control of the flood and storm waters of the district, and the flood and storm waters of streams that have their source outside of the district, but which flow into the district, and to conserve those waters for beneficial and useful purposes by spreading, storing, retaining, and causing them to percolate into the soil within the district, or outside the district, or to save or conserve in any manner all or any of those waters and protect from damage from those flood or storm waters, the harbors, waterways, public highways, and property in the district.

(b) The Orange County Flood Control District is hereby declared to be a body corporate and politic and has all of the following powers:

(1) To have perpetual succession.

(2) To sue and be sued in the name of the district in all actions and proceedings in all courts and tribunals of competent jurisdiction.

(3) To adopt a seal and alter it at pleasure.

(4) To take by grant, purchase, gift, devise, or lease, and to hold, use, enjoy, and to sell, lease, exchange, or dispose of real or personal property of every kind, within or outside the district, necessary to the full exercise of its powers.

(5) To acquire, or contract to acquire, lands, rights-of-way, easements, privileges and property of every kind, and to construct, maintain, and operate any and all works or improvements within or outside the district necessary or proper to carry out any of the objects or purposes of this act, and to complete, extend, add to, repair, or otherwise improve any works or improvements acquired by it as authorized in this act.

(6) To exercise the right of eminent domain, either within or outside the district, to take any property necessary to carry out any of the objects or purposes of this act.

(7) To incur indebtedness, and to issue bonds in the manner provided in this act.

(8) To cause taxes or assessments to be levied and collected for the purpose of paying any obligation of the district in the manner provided in this act.

(9) To make contracts, and to employ labor, and to do all acts necessary for the full exercise of the powers of the district, or any of the officers thereof, by this act.

(10) To grant or otherwise convey to counties, cities and counties, cities, or towns,
easements for street and highway purposes, over, along, in, through, across, or under any real property owned by the district.

(11) To remove, carry away, and dispose of any rubbish, trash, debris, or other inconvenient matter that may be dislodged, transported, conveyed, or carried by means of, through, in, or along the works and structures operated or maintained hereunder and deposited upon the property of the district or elsewhere.

(12) To sell or dispose of any property, or any interest therein, or lease or rent any property, or any interest therein, whenever, in the judgment of the board of supervisors, the property, or any interest therein or part thereof, is not required for the purposes of the district, or property may be leased, or included in community leases embracing adjoining lands, for any purpose, including leases for mining or extracting oil, gas, hydrocarbon substances, or other minerals, without interfering with the use of the property for the purposes of the district. If it appears that wells drilled upon private lands are draining or may drain oil, gas, or other hydrocarbon substances from lands owned by the district and operations for the production of oil, gas, or other hydrocarbons on land owned by the district might interfere with the use of that land for the purposes of the district, the district may enter into agreements with the owners or operators of the wells for the payment of compensation to the district for drainage in lieu of drilling offset wells upon the land owned by the district, and to pay any compensation received into the general fund of the district and use the compensation for the purposes of this act. However, nothing in this section authorizes the board of supervisors, or other governing body of the district, or any officer thereof, to sell, lease, or otherwise dispose of any water, water right, reservoir space, or storage capacity, or any interest or space therein, except as provided by Section 17. The district may also grant to the United States of America, or any agency thereof authorized to accept and pay for land which lies within any channel, dam, or reservoir site, improved or constructed, in whole or in part, with federal funds, upon the payment to the district of the actual cost thereof as determined by the board of supervisors of the district. The district, by and through its board of supervisors, may warrant and guarantee the title of all lands so transferred to the United States under this section.

(13) Pursuant to paragraph (12), to lease or rent any property, or any interest therein or part thereof, if the board adopts a resolution that meets all of the following requirements, as applicable:

(A) Includes all of the following findings, based on evidence set forth in the minutes of the meeting:

(i) The property, or any interest therein or part thereof, is no longer or not yet needed for district uses and purposes, including, but not limited to, flood protection and water conservation, and the lease or rental use will not conflict with the uses and purposes of the district.

(ii) The lease or rental is consistent with the city or county general plan, specific plan, or other plans or policies adopted for the area within which the property is located, including any plans and regulations adopted pursuant to Chapter 4 (commencing with Section 8400) of Part 2 of Division 5 of the Water Code.

(iii) The lease or rental is consistent with city or county zoning ordinances, regulations, and policies adopted for the area within which the property is located.
(iv) The lease or rental is consistent with the city or county building regulations and policies adopted for the area within which the property is located.

(B) In the case of a rental, specifies the rental period and the approximate date on which the property will be needed for the uses and purposes of the district.

(C) For any property acquired by the district through eminent domain, declares that the property was acquired through eminent domain in accordance with Title 7 (commencing with Section 1230.010) of Part 3 of the Code of Civil Procedure.

(14) To monitor, test, or inspect drainage, flood, storm, or other waters within the district for the purpose of recording, determining, and reporting the quality of the waters to appropriate regional water quality control boards.

(15) To assist the County of Orange and any city within the county in emergency operations to control or mitigate the effect of titles, waves, and ocean currents on the Orange County shoreline.

(16) To carry on technical and other investigations, examinations, or tests of all kinds, make measurements, collect data, and make analyses, studies, and inspections pertaining to water supply, control of floods, use of water, water quality, nuisance, pollution, waste, and contamination of water, both within and outside the district.

(17) To regulate, prohibit, or control the discharge of pollutants, waste, or any other material into the district's facilities by requiring dischargers to obtain a permit from the district prior to any discharge and by prohibiting the discharge of pollutants or other material which does or may cause a nuisance into the district's facilities without first obtaining a permit from the district; but, if a federal permit has been issued for the discharge, a permit may be issued by the district at no fee to the discharger; except as provided in this act, to require a fee to be collected prior to the issuance of a discharge permit, if the amount of the fee does not exceed the cost of issuing the permit; to require all permitholders to indemnify the district from any and all damages, penalties, or other expenses imposed on or required of the district by state or federal agencies due to any discharge by the permitholders into the district facilities.

(18) To establish compliance with any federal, state, or local law, order, regulation, or rule relating to water pollution or the discharge of pollutants, waste, or any other material into the district's facilities. For this purpose, any authorized representative of the district, upon presentation of his or her credentials or, if necessary under the circumstances, after obtaining an inspection warrant pursuant to Title 13 (commencing with Section 1822.50) of Part 3 of the Code of Civil Procedure, has the right of entry to any premises on which a water pollution, waste, or contamination source is located for the purpose of inspecting the source, including securing samples of discharges therefrom, or any records required to be maintained in connection therewith by federal, state, or local law, order, regulation, or rule.
Code of Civil Procedure provisions

**Code of Civil Procedure § 1230.010.** Short title

This title shall be known and may be cited as the Eminent Domain Law.

**Code of Civil Procedure § 1240.010.** Exercise of power for public use

The power of eminent domain may be exercised to acquire property only for a public use. Where the Legislature provides by statute that a use, purpose, object, or function is one for which the power of eminent domain may be exercised, such action is deemed to be a declaration by the Legislature that such use, purpose, object, or function is a public use.

**Code of Civil Procedure § 1240.110.** Acquisition of certain interests in property; enumeration; restriction

(a) Except to the extent limited by statute, any person authorized to acquire property for a particular use by eminent domain may exercise the power of eminent domain to acquire any interest in property necessary for that use including, but not limited to, submerged lands, rights of any nature in water, subsurface rights, airspace rights, flowage or flooding easements, aircraft noise or operation easements, right of temporary occupancy, public utility facilities and franchises, and franchises to collect tolls on a bridge or highway.

(b) Where a statute authorizes the acquisition by eminent domain only of specified interests in or types of property, this section does not expand the scope of the authority so granted.

**Code of Civil Procedure § 1240.510.** Authority; reference in complaint and resolution

Any person authorized to acquire property for a particular use by eminent domain may exercise the power of eminent domain to acquire for that use property appropriated to public use if the proposed use will not unreasonably interfere with or impair the continuance of the public use as it then exists or may reasonably be expected to exist in the future. Where property is sought to be acquired pursuant to this section, the complaint, and the resolution of necessity if one is required, shall refer specifically to this section.
**Code of Civil Procedure § 1240.610.** Authority; reference in complaint and resolution

Any person authorized to acquire property for a particular use by eminent domain may exercise the power of eminent domain to acquire for that use property appropriated to public use if the use for which the property is sought to be taken is a more necessary public use than the use to which the property is appropriated. Where property is sought to be acquired pursuant to this section, the complaint, and the resolution of necessity if one is required, shall refer specifically to this section.

**Code of Civil Procedure § 1245.235.** Notice and hearing; contents; conduct

(a) The governing body of the public entity may adopt a resolution of necessity only after the governing body has given each person whose property is to be acquired by eminent domain and whose name and address appears on the last equalized county assessment roll notice and a reasonable opportunity to appear and be heard on the matters referred to in Section 1240.030.

(b) The notice required by subdivision (a) shall be sent by first-class mail to each person described in subdivision (a) and shall state all of the following:

1. The intent of the governing body to adopt the resolution.
2. The right of such person to appear and be heard on the matters referred to in Section 1240.030.
3. Failure to file a written request to appear and be heard within 15 days after the notice was mailed will result in waiver of the right to appear and be heard.

(c) The governing body, or a committee of not less than 11 members thereof designated by the governing body if the governing body has more than 40 members, shall hold a hearing at which all persons described in subdivision (a) who filed a written request within the time specified in the notice may appear and be heard on the matters referred to in Section 1240.030. Such a committee shall be reasonably representative of the various geographical areas within the public entity's jurisdiction. The governing body need not give an opportunity to appear and be heard to any person who fails to so file a written request within the time specified in the notice. If a committee is designated by the governing body pursuant to this subdivision to hold the hearing, the committee, subsequent to the hearing, shall provide the governing body and any person described in subdivision (a) who has appeared before the committee with a written summary of the hearing and a written recommendation.
as to whether to adopt the resolution of necessity. Any person described in subdivision (a) who has appeared before the committee shall also be given an opportunity to appear and be heard before the governing body on the matters referred to in Section 1240.030.

(d) Notwithstanding subdivision (b), the governing body may satisfy the requirements of this section through any other procedure that has given each person described in subdivision (a) reasonable written personal notice and a reasonable opportunity to appear and be heard on the matters referred to in Section 1240.030.

**Code of Civil Procedure § 1245.240. Vote required for adoption**

Unless a greater vote is required by statute, charter, or ordinance, the resolution shall be adopted by a vote of two-thirds of all the members of the governing body of the public entity.
Government Code provisions

Government Code § 25350.5. Power of eminent domain

The board of supervisors of any county may acquire by eminent domain any property necessary to carry out any of the powers or functions of the county.

Government Code § 7267.1. Acquisition by negotiation; appraisal

(a) The public entity shall make every reasonable effort to acquire expeditiously real property by negotiation.

(b) Real property shall be appraised before the initiation of negotiations, and the owner, or the owner's designated representative, shall be given an opportunity to accompany the appraiser during his or her inspection of the property. However, the public entity may prescribe a procedure to waive the appraisal in cases involving the acquisition by sale or donation of property with a low fair market value.

Government Code § 7267.2. Just compensation; property offered for sale by owner

(a)(1) Prior to adopting a resolution of necessity pursuant to Section 1245.230 of the Code of Civil Procedure and initiating negotiations for the acquisition of real property, the public entity shall establish an amount that it believes to be just compensation therefor, and shall make an offer to the owner or owners of record to acquire the property for the full amount so established, unless the owner cannot be located with reasonable diligence. The offer may be conditioned upon the legislative body's ratification of the offer by execution of a contract of acquisition or adoption of a resolution of necessity or both. The amount shall not be less than the public entity's approved appraisal of the fair market value of the property. A decrease or increase in the fair market value of real property to be acquired prior to the date of valuation caused by the public improvement for which the property is acquired, or by the likelihood that the property would be acquired for the improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant, shall be disregarded in determining the compensation for the property.
(2) At the time of making the offer described in paragraph (1), the public entity shall provide the property owner with an informational pamphlet detailing the process of eminent domain and the property owner's rights under the Eminent Domain Law.

(b) The public entity shall provide the owner of real property to be acquired with a written statement of, and summary of the basis for, the amount it established as just compensation. The written statement and summary shall contain detail sufficient to indicate clearly the basis for the offer, including, but not limited to, all of the following information:

1. The date of valuation, highest and best use, and applicable zoning of property.
2. The principal transactions, reproduction or replacement cost analysis, or capitalization analysis, supporting the determination of value.
3. If appropriate, the just compensation for the real property acquired and for damages to remaining real property shall be separately stated and shall include the calculations and narrative explanation supporting the compensation, including any offsetting benefits.

(c) Where the property involved is owner-occupied residential property and contains no more than four residential units, the homeowner shall, upon request, be allowed to review a copy of the appraisal upon which the offer is based. The public entity may, but is not required to, satisfy the written statement, summary, and review requirements of this section by providing the owner a copy of the appraisal on which the offer is based.

(d) Notwithstanding subdivision (a), a public entity may make an offer to the owner or owners of record to acquire real property for less than an amount that it believes to be just compensation therefor if (1) the real property is offered for sale by the owner at a specified price less than the amount the public entity believes to be just compensation therefor, (2) the public entity offers a price that is equal to the specified price for which the property is being offered by the landowner, and (3) no federal funds are involved in the acquisition, construction, or project development.

(e) As used in subdivision (d), “offered for sale” means any of the following:

1. Directly offered by the landowner to the public entity for a specified price in advance of negotiations by the public entity.
2. Offered for sale to the general public at an advertised or published specified price, set no more than six months prior to, and still available at, the time the public entity initiates contact with the landowner regarding the public entity's possible acquisition of the property.
Government Code § 65402. Acquisition or disposition of property; construction of buildings; requirements before action

(a) If a general plan or part thereof has been adopted, no real property shall be acquired by dedication or otherwise for street, square, park or other public purposes, and no real property shall be disposed of, no street shall be vacated or abandoned, and no public building or structure shall be constructed or authorized, if the adopted general plan or part thereof applies thereto, until the location, purpose and extent of such acquisition or disposition, such street vacation or abandonment, or such public building or structure have been submitted to and reported upon by the planning agency as to conformity with said adopted general plan or part thereof. The planning agency shall render its report as to conformity with said adopted general plan or part thereof within forty (40) days after the matter was submitted to it, or such longer period of time as may be designated by the legislative body.

If the legislative body so provides, by ordinance or resolution, the provisions of this subdivision shall not apply to: (1) the disposition of the remainder of a larger parcel which was acquired and used in part for street purposes; (2) acquisitions, dispositions, or abandonments for street widening; or (3) alignment projects, provided such dispositions for street purposes, acquisitions, dispositions, or abandonments for street widening, or alignment projects are of a minor nature.

(b) A county shall not acquire real property for any of the purposes specified in paragraph (a), nor dispose of any real property, nor construct or authorize a public building or structure, in another county or within the corporate limits of a city, if such city or other county has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, and a city shall not acquire real property for any of the purposes specified in paragraph (a), nor dispose of any real property, nor construct or authorize a public building or structure, in another city or in unincorporated territory, if such other city or the county in which such unincorporated territory is situated has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, until the location, purpose and extent of such acquisition, disposition, or such public building or structure have been submitted to and reported upon by the planning agency having jurisdiction, as to conformity with said adopted general plan or part thereof. Failure of the planning agency to report within forty (40) days after the matter has been submitted to it shall be conclusively deemed a finding that the proposed acquisition, disposition, or public building or structure is in conformity with said adopted general plan or part thereof. The provisions of this paragraph (b) shall not apply to acquisition or abandonment for
street widening or alignment projects of a minor nature if the legislative body having the real property within its boundaries so provides by ordinance or resolution.

(c) A local agency shall not acquire real property for any of the purposes specified in paragraph (a) nor dispose of any real property, nor construct or authorize a public building or structure, in any county or city, if such county or city has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, until the location, purpose and extent of such acquisition, disposition, or such public building or structure have been submitted to and reported upon by the planning agency having jurisdiction, as to conformity with said adopted general plan or part thereof. Failure of the planning agency to report within forty (40) days after the matter has been submitted to it shall be conclusively deemed a finding that the proposed acquisition, disposition, or public building or structure is in conformity with said adopted general plan or part thereof. If the planning agency disapproves the location, purpose or extent of such acquisition, disposition, or the public building or structure, the disapproval may be overruled by the local agency.

Local agency as used in this paragraph (c) means an agency of the state for the local performance of governmental or proprietary functions within limited boundaries. Local agency does not include the state, or county, or a city.
ATTACHMENT B

Date: July 26, 2023

To: Members, Board of Supervisors, as Governing Board of the Orange County Flood Control District

From: James Treadaway, Director, OC Public Works

Subject: Public Hearing on Proposed Adoption of Resolution of Necessity for Condemnation of Real Property Interests for the Prado Dam Project; All Districts (Board of Supervisors’ Meeting Date: August 8, 2023); E01PD-45-997

Synopsis:

On August 8, 2023, County Counsel, on behalf of the Orange County Flood Control District ("District"), will present an agenda item requesting that the Orange County Board of Supervisors ("Board"), acting in its capacity as the governing Board of the District, consider for adoption a proposed Resolution of Necessity ("Resolution"), after the duly noticed public hearing and full consideration, authorizing the filing of a condemnation action to acquire real property interests described with particularity below (the “Subject Property Interests”) for the Prado Dam Project ("Project"). The Project is necessary to protect the safety, health, and welfare of residents and properties in Orange County from the devastating effects of major storms, including a 190-year and 200-year storm event. Acquisition of the Subject Property Interests is required for the Project to carry out the Project’s flood control purposes.

A. Specific Real Property Interests to be Considered and Acquired:

County Counsel, the OC Public Works Department, and the County Executive Office request your Board to consider for adoption the proposed Resolution (provided as an attachment to the ASR) to authorize and direct County Counsel and/or special litigation counsel, the firms of Burke, Williams & Sorensen, LLP and Murphy and Evertz, LLP (previously approved by your Board for purposes of representing the District on the Project), to file and pursue proceedings to condemn and acquire the Subject Property Interests, which pertain to and affect real property that is owned as a matter of record title by Turner South Chino, LLC ("Owner"), which real property is located at 15830 and 15870 El Prado Road in the City of Chino in San Bernardino County and which Subject Property Interests are described as follows:

Permanent flowage easement in real property that is legally described and depicted by Exhibits A and B attached to the proposed Resolution, which easement area of approximately 4.143 acres is referred to by the District as Project Parcel No. E01PD-45-997, and which covers San Bernardino County Assessor’s Parcel No. 1027-121-29 (the “Subject Property Interests”).

B. Mailing of Notice of Hearing and Intention to Owners of Record of the Subject Property Interests:

As shown by the Declaration of Mailing that will be on file with the Clerk of the Board prior to the public hearing on this matter, in compliance with Code of Civil Procedure Section 1245.235,
C. Required Findings and Analysis of Facts Supporting Such Findings:

As a prerequisite to the Board’s adoption of the Resolution, at the close of the public hearing, the California eminent domain law (Code of Civil Procedure Sections 1245.220 and 1245.230, et seq.) requires the Board to make the findings described below. District staff of the OC Public Works Department has analyzed the Project and its objectives, as well as the acquisitions proposed, with those required findings and legal requirements in mind. Staff hereby recommends to the Board that it make each and all the findings, and staff provides the following analysis and support for these findings:

1. The public interest and necessity require the Project.

The existing Prado Dam (“Dam”) was built in 1941 for flood protection purposes and is located near the confluence of State Routes 71 and 91. The Dam is operated by the U.S. Army Corps of Engineers (“Corps”). Because of increased urbanization both upstream and downstream of the Dam, accumulation of sedimentation, and environmental factors, the flood control protection of the Dam has significantly diminished over the past 75 years. The Corps considers this situation along the Santa Ana River to constitute “the worst flood threat west of the Mississippi River,” with probable devastating impacts to residents and property, resulting in a risk of significant loss of life and personal and economic injury, should a significant flood event occur.

Given these conditions, the Corps developed the Santa Ana River Mainstem (“SAR”) Project, as generally described in the Corps’ 1988 Phase II General Design Memorandum (“GDM”) and Final Supplemental Environmental Impact Statement, which includes construction of Reach 9 (the area of the Project located between Weir Canyon Road in the County of Orange and the Riverside County-Orange County boundary), the raising of the Dam’s spillway and embankment and constructing new higher capacity outlet works. Additionally, the Corps developed the Limited Reevaluation Report (“LRR”) in 2001 for the purpose of introducing SAR Project modifications following the 1988 GDM, which specifically included three components, the Norco Bluffs (Component A), Prado Basin (Component B), and Reach 9 (Component C). The LRR also served as a basis for the development of the Project Cooperation Agreement (“PCA”) between the Corps and the District.

In order to cooperate with the Corps and to carry out the Project, in 1989 your Board approved the SAR Project Local Cooperation Agreement (“LCA”) between the Corps, the District, and the flood control districts of Riverside and San Bernardino counties, as well as the PCA in 2003. Both the LCA and PCA require the District to acquire real property rights for inundation and construction of flood protection structures (e.g., dikes, bank protection, and floodwalls), if the Project is to be completed. Unless all property rights (including the Subject Property Interests) are acquired by the District in the areas subject to inundation, the Project may not be completed or may not be entirely effective. If the Project is not completed, the risks and perils identified by the Corps, as described above, may impact Orange County residents and properties. Thus, the Project is necessary to protect the health, safety, and welfare of the residents of the County of Orange.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury.

Given the location of the Santa Ana River, and given the fact that the Dam embankment, spillway, and reservoir already exist, there is no cost-effective alternative to the Project in order to provide the desired level of flood protection and to achieve the public benefits and protection described above. Prior to 1989, the Corps conducted significant analysis over several years to determine Project requirements and potential impacts to address the serious flood threat discussed above, while mitigating environmental and other impacts and minimizing private injury, as feasible. Based on these studies, the District has determined that it is necessary to acquire the Subject Property.
3. The Subject Property Interests are necessary for the Project.

If the Subject Property Interests are not acquired, the Project could not proceed as planned, which in turn would result in inadequate flood protection downstream of the Prado Dam, potential flooding of, or damage to State Route 91, and a significant risk of property damage, injury, and loss of life suffered by those downstream in Orange County. Per the Corps’ Optimal Schedule, the Corps plans to advertise the project in late 2023 and award the contract for construction of the Project’s spillway in mid-2024. It is necessary to acquire the Subject Property Interests so that the Corps can proceed with construction of the Project. If that schedule is not met, vital Project funding may be lost or delayed, thus exposing the citizens of Orange County to a prolonged risk of property damage and personal injury from a major storm event. It is necessary to obtain the Subject Property Interests to prevent and mitigate such risks.

In addition, the Subject Property Interests themselves will be exposed to greater risk or frequency of inundation because of the Prado Dam’s increased reservoir capacity once the spillway is increased in height. The Project will raise the Prado Dam Flood Basin and expand the potential inundation area up to 566 feet above sea level (“Flood Control Basin”).

The District needs to acquire up to 566 feet elevation to assure flood protection, as directed by the Corps—the federal agency tasked with constructing the Project as authorized by Section 401(a) of the Water Resources Development Act of 1986, Public Law 99-662 as modified by Section 309 of the Water Resources Development Act of 1996—and as based on the GDM.

The Corps provided the specifications and published the GDM, which includes within it a Hydrology Report.

The GDM is the basis for the design of the Prado Dam and its other features, including the storage capacity of the Prado Basin, located behind the Dam and which is used to help control discharge of water downstream and the spillway.

The Prado Dam Project was designed per the GDM specifications to withstand a Standard Project Flood with a 200-year return frequency (“SPF”). The Project raises Prado Dam from 28.4 feet (from elevation 566 to 594.4 feet), modifies and raises the spillway crest 20 feet (from elevation 543 to 563 feet) and raises the reservoir real estate limit [i.e. Flood Control Basin] 10 feet (from elevation 556 to 566 feet). The reservoir is expanded by approximately 1,661 acres from its existing storage capacity. The Project is designed for its features to work together to limit the flow during a SPF to a maximum of 30,000 cubic feet per second (“cfs”)—the maximum capacity of the Santa Ana River Channel downstream of Prado Dam.

Under the LCA, the Corps, as the federal sponsor of the Project, is obligated to determine the lands, easements, and rights-of-way required for the construction, operation, and maintenance of the Prado Dam Project. The Corps provides the District with general written descriptions, including maps as appropriate, of the lands that the District must acquire. The District proceeds with the acquisition only after receiving the Corps’ official request which identifies specific lands, easements, and rights-of-way to acquire.

In order for the Prado Dam Project to function according to its design specifications in the GDM, the Flood Control Basin will reach elevation 566 feet during an SPF. Accordingly, the GDM specifies that the Flood Control Basin be expanded from its current maximum elevation of 556 feet to 566 feet. Therefore, acquisition of land up to elevation 566 feet is required for Prado Dam to operate as designed.
The Santa Ana River Channel downstream of Prado Dam can safely convey 30,000 cubic feet per second ("cfs") as the maximum peak discharge. To determine that properties need to be acquired up to the 566' elevation, the GDM and Hydrology Report uses "the flood that would result from the most severe combination of meteorologic and hydrologic conditions considered reasonably characteristic of the geographical area"—also known as the SPF. The Corps uses the SPF as the hypothetical design storm with the corresponding maximum design peak discharge that should be selected for the Project.

The Project was designed to protect against the peak inflow which occurs during an SPF event (275,000 cfs) by containing it within the Flood Control Basin, while also ensuring that the peak discharge downstream of the Dam does not, exceed 30,000 cfs. The ability to contain the peak inflow during an SPF event can be accomplished only if the water is allowed to pond up to elevation 566 feet in the Flood Control Basin.

The Corps designed to protect against a SPF, as defined in the GDM, which indicates that during an SPF event, the water surface of the Flood Control Basin will go as high as 566 feet (higher than the spillway crest elevation at 563 feet), but still limit the outflow of the Dam to less than 30,000 cfs. This is achieved through a controlled outlet discharge, which is a combination of flows from the outlet structure within the Dam being partially opened, as well as additional water flowing down over the spillway at elevation 566'.

The Project, as designed, will, during a SPF, reduce the peak inflow of 275,000 cfs to a maximum outflow of 30,000 cfs, which is the estimated maximum capacity of the Santa Ana River Channel downstream of Prado. During a SPF, the water surface will rise to elevation 566 feet to allow for the spillway to function at its estimated maximum outflow at that surface water elevation. This can be accomplished only by acquiring the properties within the Prado Basin perimeter that will be flooded when water is allowed to rise to elevation 566 feet, i.e., the Flood Control Basin.

Here, the Subject Property Interests are below the 566 feet elevation. Unless the District acquires property in easement or fee for the Flood Control Basin up to elevation 566 feet, the Prado Dam will not operate as it is designed as specified in the GDM and Hydrology Report.

4. The offer required by California Government Code Section 7267.2 was made to the owner of record of the Subject Property Interests.

In conformance with Sections 7267.1 and 7267.2 of the California Government Code and Board of Supervisors Resolution 67-612, an appraisal has been prepared covering the Subject Property Interests. An offer based on said appraisal has been made to Owner, and a written statement showing the appraised value of the Subject Property Interests and summarizing the basis of the value has been delivered to Owner.

Negotiations with the owner initially commenced on July 5, 2023 and continue. In order to proceed with timely acquisition of this Parcel in accordance with the Project, it is necessary to request the Board of Supervisors to consider the adoption of a Resolution of Necessity to allow us to commence the condemnation process at this time.

5. Compliance with CEQA.

Final Environmental Impact Report No. 583 ("Final EIR No. 583") was previously certified on November 28, 1989 and reflects the independent judgment of the District as Lead Agency. Final Supplemental Environmental Impact Statement/Report No. 583 ("Final Supplemental EIS/EIR No. 583") was previously certified on December 19, 2001 and reflects the independent judgment of the Orange County Planning Commission as Lead Agency. Final EIR No. 583 and Final Supplemental EIS/EIR No. 583, which were prepared and satisfy the requirements of CEQA for the Santa Ana River Mainstem Project, as well as the Prado Dam Project, respectively, adequately addressed and fully analyzed the condemnation action proposed herein, which is a necessarily included element contemplated as part of the whole Project.
a. The circumstances of the Project are substantially the same as when Final EIR No. 583 and Final Supplemental EIS/EIR No. 583 were adopted, and Final EIR No. 583 and Final Supplemental EIS/EIR No. 583 adequately addressed the effects of the proposed condemnation action. No substantial changes have been made in the Project, no substantial changes have occurred in the circumstances under which the Project is being undertaken, and no new information of substantial importance to the Project which was not known or could not have been known when the prior Final EIR No. 583 and Final Supplemental EIS/EIR No. 583 were certified has become known in relation to this proposed condemnation action. Thus, no further CEQA review is required.

b. Final EIR No. 583 and Final Supplemental EIS/EIR No. 583 are adequate to satisfy the requirements of CEQA for the proposed condemnation action.

c. All mitigation measures are fully enforceable pursuant to CEQA, Public Resources Code Section 21081.6(b), and have either been adopted as conditions, incorporated as part of the Project design, or included in the procedures of the Project implementation.

Because the requested action would merely accomplish a property acquisition through condemnation proceedings, in accordance with the CEQA Guidelines and the previously certified CEQA documents for the project, which reflect the independent judgment of the Lead Agency, the proposed Project is recommended for approval.

6. General Plan (Government Code Section 65402).

A conformity statement for the Project was requested from the City of Chino (“City”) as required by the Code. The City did not respond to the request. Per GC 65402, “Failure of the planning agency to report within forty (40) days after the matter has been submitted to it shall be conclusively deemed a finding that the proposed acquisition, disposition, or public building or structure is in conformity with said adopted general plan or part thereof.”

Other Considerations:

1. Compliance with County’s Hazardous Materials Assessment (HMA) Policy.

A Hazardous Materials Assessment was requested but has not been completed due to the property owner’s unwillingness to grant access. An HMA will be prepared when access is obtained either through legal proceedings or upon execution of the contract by the property owner.

2. Funds.

Your Board is asked to authorize counsel to obtain an Order of Possession for the Parcel. Your Board is also requested to authorize counsel to make a deposit of estimated just compensation in the amount of $2,237,300, which is based on the appraisal previously obtained and will be paid from Fund 404-080-404-LS34-4100, Job No. ESP2125.

3. Relocation Assistance.

The District has not yet assigned a Relocation Consultant to interview any possible tenants to determine their eligibility for benefits, because no offer has been accepted. When a Relocation Company is assigned, the relocation consultant will explain the Relocation Assistance Program to the Owner and any tenants or occupants remaining onsite (“Claimants”) within 60 days after the offer to purchase is accepted as required by law. The District will coordinate with the relocation consultant firm to ensure that relocation benefits, if any, are provided to eligible Claimants upon obtaining an Order of Possession or at acquisition by settlement and/or by court order.
ATTACHMENT B

Public Hearing on Proposed Adoption of Resolution of Necessity for Condemnation of Real Property Interests for the Prado Dam Project; All Districts (Board of Supervisors’ Meeting Date: August 8, 2023); E01PD-45-997

July 26, 2023
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Recommended Actions:

Accordingly, we respectfully recommend that your Board, acting in the capacity as the governing Board of the District, at the conclusion of the public hearing noticed by the Clerk of the Board, adopt, by at least a two-thirds vote of the Board, the proposed Resolution of Necessity and take the following actions:

1. Make the required Findings described above and stated therein;
2. Direct County Counsel and/or previously approved special litigation counsel, the firms of Burke, Williams & Sorensen, LLC and Murphy and Evertz, LLC, to institute eminent domain proceedings to condemn and acquire the Subject Property Interests; and
3. Authorize the Auditor-Controller to encumber and disburse funds as described in the proposed Resolution.

Should you have further questions, please contact me at (714) 667-9700.
Date: July 26, 2023

To: Members, Board of Supervisors, as Governing Board of the Orange County Flood Control District

From: James Treadaway, Director, OC Public Works

Subject: Public Hearing on Proposed Adoption of Resolution of Necessity for Condemnation of Real Property Interests for the Prado Dam Project; All Districts (Board of Supervisors’ Meeting Date: August 8, 2023); E01PD-45-020

Synopsis:

On August 8, 2023, County Counsel, on behalf of the Orange County Flood Control District ("District"), will present an agenda item requesting that the Orange County Board of Supervisors ("Board"), acting in its capacity as the governing Board of the District, consider for adoption a proposed Resolution of Necessity ("Resolution"), after the duly noticed public hearing and full consideration, authorizing the filing of a condemnation action to acquire real property interests described with particularity below (the "Subject Property Interests") for the Prado Dam Project ("Project"). The Project is necessary to protect the safety, health, and welfare of residents and properties in Orange County from the devastating effects of major storms, including a 190-year and 200-year storm event. Acquisition of the Subject Property Interests is required for the Project to carry out the Project’s flood control purposes.

A. Specific Real Property Interests to be Considered and Acquired:

County Counsel, the OC Public Works Department, and the County Executive Office request your Board to consider for adoption the proposed Resolution (provided as an attachment to the ASR) to authorize and direct County Counsel and/or special litigation counsel, the firms of Burke, Williams & Sorensen, LLC and Murphy and Evertz, LLC (previously approved by your Board for purposes of representing the District on the Project), to file and pursue proceedings to condemn and acquire the Subject Property Interests, which pertain to and affect real property that is owned as a matter of record title by Majestic-AMB South Chino, LLC, a Delaware limited liability company ("Owner"), which real property is located at 16045 Mountain Avenue, in the City of Chino in San Bernardino County and which Subject Property Interests are described as follows:

Permanent flowage easement in real property that is legally described and depicted by Exhibits A and B attached to the proposed Resolution, which easement area of approximately 25.294 acres is referred to by the District as Project Parcel No. E01PD-45-020, and which covers Assessor Parcel No. 1056-191-03 and a portion of Assessor Parcel No. 1027-221-03 both in San Bernardino County (the "Subject Property Interests").

B. Mailing of Notice of Hearing and Intention to Owners of Record of the Subject Property Interests:

As shown by the Declaration of Mailing that will be on file with the Clerk of the Board prior to
the public hearing on this matter, in compliance with Code of Civil Procedure Section 1245.235, the Clerk of the Board mailed to Owner a Notice of Intention notifying them of the hearing and of the Board’s intention to consider the adoption of the Resolution, and of Owner’s right to appear and be heard on the issues described therein.

C. Required Findings and Analysis of Facts Supporting Such Findings:

As a prerequisite to the Board’s adoption of the Resolution, at the close of the public hearing, the California eminent domain law (Code of Civil Procedure Sections 1245.220 and 1245.230, et seq.) requires the Board to make the findings described below. District staff of the OC Public Works Department has analyzed the Project and its objectives, as well as the acquisitions proposed, with those required findings and legal requirements in mind. Staff hereby recommends to the Board that it make each and all the findings, and staff provides the following analysis and support for these findings:

1. The public interest and necessity require the Project.

The existing Prado Dam (“Dam”) was built in 1941 for flood protection purposes, and is located near the confluence of State Routes 71 and 91. The Dam is operated by the U.S. Army Corps of Engineers (“Corps”). Because of increased urbanization both upstream and downstream of the Dam, accumulation of sedimentation, and environmental factors, the flood control protection of the Dam has significantly diminished over the past 75 years. The Corps considers this situation along the Santa Ana River to constitute “the worst flood threat west of the Mississippi River,” with probable devastating impacts to residents and property, resulting in a risk of significant loss of life and personal and economic injury, should a significant flood event occur.

Given these conditions, the Corps developed the Santa Ana River Mainstem (“SAR”) Project, as generally described in the Corps’ 1988 Phase II General Design Memorandum (“GDM”) and Final Supplemental Environmental Impact Statement, which includes construction of Reach 9 (the area of the Project located between Weir Canyon Road in the County of Orange and the Riverside County-Orange County boundary), the raising of the Dam’s spillway and embankment and constructing new higher capacity outlet works. Additionally, the Corps developed the Limited Reevaluation Report (“LRR”) in 2001 for the purpose of introducing SAR Project modifications following the 1988 GDM, which specifically included three components, the Norco Bluffs (Component A), Prado Basin (Component B), and Reach 9 (Component C). The LRR also served as a basis for the development of the Project Cooperation Agreement (“PCA”) between the Corps and the District.

In order to cooperate with the Corps and to carry out the Project, in 1989 your Board approved the SAR Project Local Cooperation Agreement (“LCA”) between the Corps, the District, and the flood control districts of Riverside and San Bernardino counties, as well as the PCA in 2003. Both the LCA and PCA require the District to acquire real property rights for inundation and construction of flood protection structures (e.g., dikes, bank protection, and floodwalls), if the Project is to be completed. Unless all property rights (including the Subject Property Interests) are acquired by the District in the areas subject to inundation, the Project may not be completed or may not be entirely effective. If the Project is not completed, the risks and perils identified by the Corps, as described above, may impact Orange County residents and properties. Thus, the Project is necessary to protect the health, safety, and welfare of the residents of the County of Orange.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury.

Given the location of the Santa Ana River, and given the fact that the Dam embankment, spillway, and reservoir already exist, there is no cost-effective alternative to the Project in order to provide the desired level of flood protection and to achieve the public benefits and protection described above. Prior to 1989, the Corps conducted significant analysis over several years to determine Project requirements and potential impacts to address the serious flood threat discussed above, while mitigating environmental and other impacts and minimizing private injury, as
feasible. Based on these studies, the District has determined that it is necessary to acquire the Subject Property Interests. There is no feasible or cost effective alternative to the Project that would reduce impacts on those private properties affected by the Project.

3. The Subject Property Interests are necessary for the Project.

If the Subject Property Interests are not acquired, the Project could not proceed as planned, which in turn would result in inadequate flood protection downstream of the Prado Dam, potential flooding of, or damage to State Route 91, and a significant risk of property damage, injury, and loss of life suffered by those downstream in Orange County. Per the Corps’ Optimal Schedule, the Corps plans to advertise the project in the fall of 2023 and award the contract for construction of the Project’s spillway in mid-2024. It is necessary to acquire the Subject Property Interests so that the Corps can proceed with construction of the Project. If that schedule is not met, vital Project funding may be lost or delayed, thus exposing the citizens of Orange County to a prolonged risk of property damage and personal injury from a major storm event. It is necessary to obtain the Subject Property Interests to prevent and mitigate such risks.

In addition, the Subject Property Interests themselves will be exposed to greater risk or frequency of inundation because of the Prado Dam’s increased reservoir capacity once the spillway is increased in height. The Project will raise the Prado Dam flood basin and expand the potential inundation area up to 566 feet above sea level ("Flood Control Basin").

The District needs to acquire up to 566 feet elevation to assure flood protection, as directed by the Corp—the federal agency tasked with constructing the Project as authorized by Section 401(a) of the Water Resources Development Act of 1986, Public Law 99-662 as modified by Section 309 of the Water Resources Development Act of 1996—and as based on the GDM.

The Corps provided the specifications and published the GDM, which includes within it a Hydrology Report.

The GDM is the basis for the design of the Prado Dam and its other features, including the storage capacity of the Prado basin, located behind the Dam and which is used to help control discharge of water downstream and the spillway.

The Prado Dam Project was designed per the GDM specifications to withstand a Standard Project Flood ("SPF") with a 200-year return frequency. The Project raises Prado Dam from 28.4 feet (from elevation 566 to 594.4 feet), modifies and raises the spillway crest 20 feet (from elevation 543 to 563 feet) and raises the reservoir real estate limit [i.e. Flood Control Basin] 10 feet (from elevation 556 to 566 feet). The reservoir is expanded by approximately 1,661 acres from its existing storage capacity. The Project is designed for its features to work together to limit the flow during a SPF to a maximum of 30,000 cubic feet per second ("cfs")—the maximum capacity of the Santa Ana River Channel downstream of Prado Dam.

Under the LCA, the Corps, as the federal sponsor of the Project, is obligated to determine the lands, easements, and rights-of-way required for the construction, operation and maintenance of the Prado Dam Project. The Corps provides the District with general written descriptions, including maps as appropriate, of the lands that the District must acquire. The District proceeds with the acquisition only after receiving the Corps’ official request which identifies specific lands, easements, and rights-of-way to acquire.

In order for the Prado Dam Project to function according to its design specifications in the GDM, the Flood Control Basin will reach elevation 566 feet during an SPF. Accordingly, the GDM specifies that the Flood Control Basin be expanded from its current maximum elevation of 556 feet to 566 feet. Therefore, acquisition of land up to elevation 566 feet is required for Prado Dam to operate as designed.
ATTACHMENT B

Public Hearing on Proposed Adoption of Resolution of Necessity for Condemnation of Real Property Interests for the Prado Dam Project; All Districts (Board of Supervisors’ Meeting Date: August 8, 2023); E01PD-45-020

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The Santa Ana River Channel downstream of Prado Dam can safely convey 30,000 cubic feet per second ("cfs") as the maximum peak discharge. To determine that properties need to be acquired up to the 566' elevation, the GDM and Hydrology Report uses "the flood that would result from the most severe combination of meteorologic and hydrologic conditions considered reasonably characteristic of the geographical area"—also known as the SPF. The Corps uses the SPF as the hypothetical design storm with the corresponding maximum design peak discharge that should be selected for the Project.

The Project was designed to protect against the peak inflow which occurs during an SPF event (275,000 cfs) by containing it within the Flood Control Basin, while also ensuring that the peak discharge downstream of the Dam does not exceed 30,000 cfs. The ability to contain the peak inflow during an SPF event can be accomplished only if the water is allowed to pond up to elevation 566 feet in the Flood Control Basin.

The Corps designed to protect against a SPF, as defined in the GDM, which indicates that during an SPF event, the water surface of the Flood Control Basin will go as high as 566 feet (higher than the spillway crest elevation at 563 feet), but still limit the outflow of the Dam to less than 30,000 cfs. This is achieved through a controlled outlet discharge, which is a combination of flows from the outlet structure within the Dam being partially opened, as well as additional water flowing down over the spillway at elevation 566'.

The Project, as designed, will, during a SPF, reduce the peak inflow of 275,000 cfs to a maximum outflow of 30,000 cfs, which is the estimated maximum capacity of the Santa Ana River Channel downstream of Prado. During a SPF, the water surface will rise to elevation 566 feet to allow for the spillway to function at its estimated maximum outflow at that surface water elevation. This can be accomplished only by acquiring the properties within the Prado basin perimeter that will be flooded when water is allowed to rise to elevation 566 feet, i.e., the Flood Control Basin.

Here, the Subject Property Interests are below the 566 feet elevation. Unless the District acquires property in easement or fee for the Flood Control Basin up to elevation 566 feet, the Prado Dam will not operate as it is designed as specified in the GDM and Hydrology Report.

4. The offer required by California Government Code Section 7267.2 was made to the owner of record of the Subject Property Interests.

In conformance with Sections 7267.1 and 7267.2 of the California Government Code and Board of Supervisors Resolution 67-612, an appraisal has been prepared covering the Subject Property Interests. An offer based on said appraisal has been made to Owner, and a written statement showing the appraised value of the Subject Property Interests and summarizing the basis of the value has been delivered to Owner.

Negotiations with the owner initially commenced on February 16, 2023. An updated offer was sent on April 4, 2023. Negotiations will continue; however, in order to proceed with timely acquisition of this Parcel in accordance with the Project, it is necessary to request the Board of Supervisors to consider the adoption of a Resolution of Necessity to allow us to commence the condemnation process at this time.

5. Compliance with CEQA.

Final Environmental Impact Report No. 583 ("Final EIR No. 583") was previously certified on November 28, 1989 and reflects the independent judgment of the District as Lead Agency. Final Supplemental Environmental Impact Statement/Report No. 583 ("Final Supplemental EIS/EIR No. 583") was previously certified on December 19, 2001 and reflects the independent judgment of the Orange County Planning Commission as Lead Agency. Final EIR No. 583 and Final Supplemental EIS/EIR No. 583, which were prepared and satisfy the requirements of CEQA for the Santa Ana River Mainstem Project, as well as the Prado Dam Project, respectively, adequately addressed and fully
analyzed the condemnation action proposed herein, which is a necessarily included element contemplated as part of the whole Project.

a. The circumstances of the Project are substantially the same as when Final EIR No. 583 and Final Supplemental EIS/EIR No. 583 were adopted, and Final EIR No. 583 and Final Supplemental EIS/EIR No. 583 adequately addressed the effects of the proposed condemnation action. No substantial changes have been made in the Project, no substantial changes have occurred in the circumstances under which the Project is being undertaken, and no new information of substantial importance to the Project which was not known or could not have been known when the prior Final EIR No. 583 and Final Supplemental EIS/EIR No. 583 were certified has become known in relation to this proposed condemnation action. Thus, no further CEQA review is required.

b. Final EIR No. 583 and Final Supplemental EIS/EIR No. 583 are adequate to satisfy the requirements of CEQA for the proposed condemnation action.

c. All mitigation measures are fully enforceable pursuant to CEQA, Public Resources Code Section 21081.6(b), and have either been adopted as conditions, incorporated as part of the Project design, or included in the procedures of the Project implementation.

Because the requested action would merely accomplish a property acquisition through condemnation proceedings, in accordance with the CEQA Guidelines and the previously certified CEQA documents for the project, which reflect the independent judgment of the Lead Agency, the proposed Project is recommended for approval.

6. General Plan (Government Code Section 65402).

A conformity statement for the Project was requested from the City of Chino ("City") as required by the Code.

Other Considerations:

1. Compliance with County’s Hazardous Materials Assessment (HMA) Policy.

A Hazardous Materials Assessment was requested and conducted. A memo dated February 3, 2023 from North OC Watershed Management Area resulted in no evidence of environmental degradation and recommended the property acquisition proceed.

2. Funds.

Your Board is asked to authorize counsel to obtain an Order of Possession for the Parcel. Your Board is also requested to authorize counsel to make a deposit of estimated just compensation in the amount of $3,138,000, which is based on the appraisal previously obtained and will be paid from Fund 404-080-404-LS24-4100, Job No. ESP2115.

3. Relocation Assistance.

The District has not yet assigned a Relocation Consultant to interview any possible tenants to determine their eligibility for benefits, because no offer has been accepted. When a Relocation Company is assigned, the Relocation Consultant will explain the Relocation Assistance Program to the Owner and any tenants or occupants remaining onsite ("Claimants") within 60 days after the offer to purchase is accepted as required by law. The District will coordinate with the Relocation Consultant firm to ensure that relocation benefits, if any, are provided to eligible Claimants upon obtaining an Order of Possession or at acquisition by settlement and/or by court order.
ATTACHMENT B

Public Hearing on Proposed Adoption of Resolution of Necessity for Condemnation of Real Property Interests for the Prado Dam Project; All Districts (Board of Supervisors' Meeting Date: August 8, 2023); E01PD-45-020

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Recommended Actions:

Accordingly, we respectfully recommend that your Board, acting in the capacity as the governing Board of the District, at the conclusion of the public hearing noticed by the Clerk of the Board, adopt, by at least a two-thirds vote of the Board, the proposed Resolution of Necessity and take the following actions:

1. Make the required Findings described above and stated therein;
2. Direct County Counsel and/or previously approved special litigation counsel, the firms of Burke, Williams & Sorensen, LLC and Murphy and Evertz, LLC, to institute eminent domain proceedings to condemn and acquire the Subject Property Interests; and
3. Authorize the Auditor-Controller to encumber and disburse funds as described in the proposed Resolution.

Should you have further questions, please contact me at (714) 667-9700.
Real Property Acquisition Questionnaire* for ASR
(*Applies to property purchase, or acquisition lease, license or easement)

Instructions:
- This questionnaire was developed with input from Auditor Controller, Internal Auditor and CEO Real Estate to assure that County leadership is fully informed.
- Insert the complete answer after each question below.
- When completed, save and include as an Attachment to your ASR.
- In the body of the ASR focus on the considerations relevant to the decision.
- If you need assistance, please contact CEO Real Estate.

1. What property interest is being considered for acquisition (fee, lease, license, easement)?
   a) Why is this property being considered for acquisition? It is required for the Prado Dam Project.
   b) How and who identified this property for a potential acquisition? Army Corps of Engineers requires acquisition of all property below the 566-inundation line.
   c) What factors are key in recommending this property for acquisition? This property is below the 566-inundation line.
   d) How does the proposed acquisition fit into the County’s/District’s strategic or general plan? It is part of the Prado Dam Project.
   e) What are the short and long term anticipated uses of the property? Open space for flowage of floodwaters.
   f) Are there any limitations on the use of the property for its intended purposes? No.

2. What analysis has been performed as to whether to acquire the proposed real property interest?
   a) Have there been any internally or externally prepared reports regarding this property acquisition? Yes.
   b) Who performed the analysis? Army Corps of Engineers and Flood Engineers.
   c) Provide details about the analysis and cost/benefit comparison. The Project and required acquisition are necessary to avoid loss of property and/or life in the event of a major storm/flood event.

3. How was the acquisition price, or lease/license rent, determined? By an appraisal.
   a) Who performed the appraisal or market study and what certifications do they possess? A third-party independent appraiser. A review of the appraisal was performed.
   b) How does the price/rent compare with comparable properties? It is comparable.
   c) Does the setting of the price/rent follow industry standards and best practices? Yes.
   d) What are the specific maintenance requirements and other costs within the agreement and who is responsible? The County already owns similar properties and is responsible for maintenance which primarily consists of weed control and fencing. Provide an estimate of the costs to the County/District if applicable. Unknown.

4. What additional post-acquisition remodeling or upgrade costs will be needed for the property to meet its intended use? None known.
   a) Will any of the upgrades be required to meet County, ADA, or other standards and requirements? N/A
   b) Include estimates of the costs. Unknown.
   c) What department will be responsible for the costs? Flood.

5. Can the County terminate the purchase/easement, lease/license? Yes prior to conclusion of the lawsuit.
   a) What would be necessary to terminate the agreement, and when can it be terminated? A dismissal through the court.
   b) Are there penalties to terminate the purchase/easement, or lease/license? We may have to pay the owners legal fees if we decide not to proceed.
6. What department will be responsible for the acquisition payments? Flood.
   a) Are the acquisition costs budgeted in the department’s budget? Yes.
   b) What fund number will the funds for the acquisition ultimately be drawn from? Fund 404.
   c) Will any restricted funds be used for the acquisition? (Check with the Auditor Controller’s General
      Accounting Unit and Counsel if you have questions about whether restricted funds are involved.)
      N/A
   d) If restricted funds will be used, has County Counsel advised that this is an allowable use of the
      proposed restricted funds? N/A

7. Does the proposed purchase/lease/license/easement agreement comply with the CEO Real Estate
   standard language? Yes.
   a) List any modified clauses and reasons for modification.
8. If this is a lease, is it a straight lease, an operating agreement, a lease with an option to purchase, or a capital lease (see details below)? N/A

Capital Lease Determination: At the inception of any potential capital lease, it is important to contact the Auditor-Controller’s Capital Asset Unit for further guidance to ensure that proper classification and accounting for the lease occurs. There are specialized accounting rules and required forms for capital leases. See further details in the County’s Accounting Manual, Policy No. FA-1: Accounting for Lease Purchases (Capital Leases), located on the intranet. For accounting purposes only, a capital lease exists if ANY one (1) of the following four (4) criteria is met:

i) Lease transfers ownership to the County by the end of the term.
ii) Lease contains an option to purchase the property by the end of the term for a price lower than the expected fair market value of the property? (For example $1 or $1,000, and based on this option price, for accounting purposes only, the ultimate purchase of the property is deemed reasonably assured at the inception of the lease.)
iii) Lease term is equal to 75% or more of the remaining estimated useful life of the leased property.*
iv) Present value of the minimum lease payments is equal to 90% or more of the fair value of the property at the inception of the lease.*

*Criteria iii) and iv) don’t apply if the lease term begins in the last 25% of a property’s estimated useful life.

To validate whether a lease is a capital lease for accounting purposes, please contact the Auditor-Controller’s Capital Asset Unit at capitalassets@ac.ocgov.com.
Santa Ana River Mainstem Project: Prado Dam Spillway Modification Final SEA (Supplemental Environmental Assessment)/ EIR Addendum link

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RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA, ACTING AS THE GOVERNING BOARD OF THE ORANGE COUNTY FLOOD CONTROL DISTRICT, DETERMINING THE NECESSITY OF ACQUISITION BY EMINENT DOMAIN OF REAL PROPERTY

August 8, 2023

WHEREAS, this Resolution of Necessity (“Resolution”) seeks to acquire property interests in the real property currently owned by TURNER SOUTH CHINO, LLC (“Owner”) and located at 15830 and 15870 El Prado Road in the City of Chino, County of San Bernardino, California, and whereas the property interests to be acquired (“Subject Property Interests”) consist of:

The perpetual and assignable right, power, privilege and easement to occasionally overflow, flood and/or submerge certain real property and any and all structures and improvements situated thereon, including the right to cause, without limitation, erosion and/or deposition and associated damages to said real property, structure and improvements, located within a portion of Assessor Parcel No. 1027-121-29, encumbering 4.143 acres more or less, located in the County of San Bernardino, State of California, as described in Exhibit “A” and as depicted on Exhibit “B,” attached hereto, and by this reference made a part hereof, in connection with the operation and maintenance of the Prado Dam and Basin, provided that no new structures, and no structures for human habitation shall be constructed or maintained on said real property, except as may be approved in writing by the authorized representative of the District.

No excavation, drilling or mining shall be conducted, and no landfill placed on the Easement Area without easement holder approval as to the location and method of excavation, drilling, mining, and/or placement of landfill. The Subject Property Interests are subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to underlying fee owner all such rights and privileges as may be used without abridging the rights and easement hereby acquired, and provided that any use of
the Easement Area shall be subject to all applicable laws including, but not limited, to laws regarding the environment.

**WHEREAS**, on or before July 21, 2023, pursuant to the requirements of California Code of Civil Procedure section 1245.235, the Clerk of the Board (“Clerk”) mailed notice to the Owner, *inter alia*, at the address shown by the last equalized San Bernardino County assessment roll, of the intention of the Orange County Board of Supervisors (“Board”), acting in its capacity as the governing board of the Orange County Flood Control District (“District”), to adopt this Resolution to acquire the Subject Property Interests for purposes of the District’s Santa Ana River Mainstem/Prado Dam Project (“Project”), through eminent domain proceedings, and of the date set for a hearing thereon of August 8, 2023;

**WHEREAS**, said notice by the Clerk notified the Owner of its right to appear and to be heard at an August 8, 2023 hearing before the Board on the following matters: (a) whether the public interest and necessity require the Project; (b) whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; (c) whether the Subject Property Interests sought to be acquired are necessary for the Project; and (d) whether the offer required by section 7267.2 of the Government Code has been made to the owner(s) of record;

**WHEREAS**, on August 8, 2023, the Board conducted a public hearing and heard and considered public comments, if any, and evidence presented, regarding the Project and regarding the proposed eminent domain acquisition of the Subject Property Interests; and,

**WHEREAS**, at the close of the public hearing and after the opportunity for open and public discussion among the Board, the Board voted, by more than the statutorily required two-
thirds’ majority of the Board membership, to adopt this Resolution to acquire the Subject Property Interests necessary for the Project through eminent domain proceedings.

NOW, THEREFORE, after consideration of the information contained above as well as in the August 8, 2023, Agenda Staff Report,

IT IS HEREBY RESOLVED that this Board finds, determines, and directs:

1. Under the California Environmental Quality Act (“CEQA”):
   a. A Final Environmental Impact Statement was previously certified by the Board of Supervisors on November 28, 1989, and reflects the independent judgment of the Orange County Flood Control District as Lead Agency (1989 EIS). Final Supplemental Environmental Impact Statement/Environmental Impact Report No. 583 (SEIS/EIR No. 583) was previously certified by the Orange County Planning Commission on December 19, 2001, and reflects the independent judgment of the District as Lead Agency. Finally, Addendum No. 1 (IP 21-0211) along with the 1989 EIS and SEIS/EIR No. 583 adequately address and fully analyze project environmental impacts for the Santa Ana River Mainstem Project, as well as the Prado Dam Project, which is a necessary and contemplated element of the Santa Ana River Mainstem Project. The 1989 EIS, SEIS/EIR No. 583 and Addendum No. 1 (IP 21-0211) are complete and adequately satisfy the requirements of CEQA for the Santa Ana River Mainstem Project, which includes the Prado Dam Spillway Modification Project based on the following additional findings:
   b. The circumstances of the Project are substantially the same and the 1989 EIS, SEIS/EIR No. 583, and Addendum No. 1 (IP 21-0211) adequately address the effects of
the proposed Project. No substantial changes have been made in the Project, no substantial changes have occurred in the circumstances under which the Project is being undertaken and no new information of substantial importance to the Project that was not known or could not have been known when the 1989 and SEIS/EIR No. 583 were certified has become known in relation to these proposed condemnation actions; therefore, no further environmental review is required.

c. All mitigation measures are fully enforceable pursuant to CEQA, Public Resources Code Section 21081.6(b), and have either been adopted as conditions, incorporated as part of the Project design or included in the procedures of Project implementation.

2. The Board directs and authorizes County Counsel and/or outside eminent domain counsel, the firms of Burke, Williams & Sorensen and Murphy and Evertz, pursuant to their existing contracts with the District, to initiate condemnation proceedings to condemn the Subject Property Interests.

3. The Board directs and authorizes the Auditor-Controller, upon request by County Counsel, to encumber funds and transfer estimated compensation to the State Treasurer’s Condemnation Deposits Fund, in amounts to be specified by County Counsel, in a total amount up to $2,237,300, Job No ESP2125; to be paid from Fund 404-080-404-LS34-4100-0000-ESP2125. The total amount is the total estimated fair market value of the Subject Property Interests as of the date of value of the appraisal, which was the basis of the purchase offer made to the Owner. Direct and authorize the Auditor-Controller to encumber such additional funds and issue such additional funds as may be requested by County Counsel, and as necessary to satisfy
any updated appraisals or court orders for higher deposits or payment of greater compensation, and as necessary to pay for title insurance and other fees following transfer of ownership of the Subject Property Interests to the District. Using those encumbered funds and the funds issued by the Auditor-Controller, District’s Counsel are hereby directed and authorized to make deposits of estimated compensation with the State Treasury’s Condemnation Deposits Fund in an amount up to $2,237,300.

4. The public interest and necessity require the Project for the purposes specified by California uncodified Water Code, Act 5682, section 2, also referred to as Water Code App. Sections 36-1 et seq. (the “Orange County Flood Control Act”) and the Water Resources Development Act of 1986, as amended and set forth in 33 U.S.C. 2213 (WRDA) including but not limited to the control of flood and storm waters in order to protect the safety, health and welfare of residents and properties within the County of Orange from the potentially devastating effects of a 190-year and 200-year flood/storm event.

   a. The District needs to acquire up to 566 feet elevation to ensure flood protection, both as directed by the United States Army Corps of Engineers—the federal agency tasked with constructing the Prado Dam Project as authorized by Section 401(a) of the Water Resources Development Act of 1986, Public Law 99-662 as modified by Section 309 of the Water Resources Development Act of 1996—and as based on the project specifications for the Prado Dam Project.

   b. The Army Corps of Engineers provided the Prado Dam Project specifications and was responsible for the 1988 Santa Ana River Phase II General Design Memorandum (“GDM”), including the Hydrology Report within the GDM.
c. The GDM is the basis for the design of the Prado Dam and its other features, including the Prado basin, located behind the dam (“Flood Control Basin”), and the spillway. The Prado Dam Project was designed per the GDM specifications to withstand a Standard Project Flood with a 200-year return frequency (“SPF”). The Project raises Prado Dam from 28.4 feet (from elevation 566 to 594.4 feet), modifies and raises the spillway crest 20 feet (from elevation 543 to 563 feet) and raises the reservoir real estate limit [i.e. Flood Control Basin] 10 feet (from elevation 556 to 566 feet). The reservoir is expanded by approximately 1,661 acres from its existing storage capacity. The Project is designed for its features to work together to limit the flow during a SPF to a maximum of 30,000 cubic feet per second (“cfs”) – the maximum capacity of the Santa Ana River Channel downstream of Prado Dam.

d. In order for the Prado Dam Project to function according to its design specifications in the GDM, the Flood Control Basin will reach elevation 566 feet during an SPF. Accordingly, the GDM specifies that the Flood Control Basin be expanded from its current maximum elevation of 556 feet to 566 feet. Therefore, acquisition of land up to elevation 566 feet is required for Prado Dam to operate as designed.

e. The GDM provides that, during an SPF event, the water surface of the Flood Control Basin will go as high as 566 feet (higher than the spillway crest elevation at 563 feet), but the Project will limit the outflow of the dam to less than 30,000 cfs. This is achieved through a controlled outlet discharge, which is a combination of flows from the outlet structure within the dam being partially opened, and additional water flowing down over the spillway from the Flood Control Basin at elevation 566 feet.
f. The proposed Prado Dam modifications described in the GDM, including raising the total height of the spillway and increasing the storage capacity of the Flood Control Basin (by raising the water surface), provide the ability to handle both a SPF and a Reservoir Design Flood (“RDF”). An RDF has a 190-year return frequency. The spillway feature of the Project is designed to withstand an RDF but working with the Project’s other features as designed in the GDM, provides overall protection from an SPF. The GDM states that the dam modifications “will provide sufficient capacity to ... contain a Reservoir Design Flood (RDF) with a peak inflow of 254,000 [cfs] and a 4-day volume of 415,800 acre-feet, [and] reduce the standard project flood (SPF) from a peak inflow of 275,500 ft³/s to a maximum outflow of 30,000 [cfs] through a combination of spillway flow and regulated outlet discharge.” As both SPF and RDF would equally result in a maximum peak discharge of 30,000 cfs downstream of the Prado Dam, the communities of Orange County, which is located downstream of Prado Dam, would be protected from both SPF and RDF.

g. Accordingly, the Prado Dam Project, as designed, will, during a SPF, reduce the peak inflow of 275,000 cfs to a maximum outflow of 30,000 cfs. During an SPF, the water surface will rise to elevation 566 feet to allow for the spillway to function at its estimated maximum outflow at that water surface elevation. This can be accomplished only by acquiring the properties within the basin perimeter that will be flooded when water is allowed to rise to elevation 566 feet, i.e., the Flood Control Basin. The acquisition of these said properties would meet the storage requirements of both SPF and RDF for flood control purposes.
h. Unless property is acquired in easement or fee for the Flood Control Basin up to elevation 566 feet, the Prado Dam will not operate as it is designed to operate as specified in the GDM and its accompanying Hydrology Report.

5. The District is authorized to acquire the Subject Property Interests and to exercise the power of eminent domain for the public uses set forth herein under the California Constitution, the California eminent domain law (Code of Civil Procedure Sections 1230.010 et seq., and 1240.010 et seq., including without limitation Section 1240.110), Government Code Section 25350.5, and the Orange County Flood Control Act. The Subject Property Interests are located in San Bernardino County and the District is exercising its power of eminent domain extraterritorially pursuant to, inter alia, Sections 2 and 16 of the Orange County Flood Control Act.

6. The Project, which will raise the Prado Dam flood basin and expand the potential inundation area up to 566 feet above sea level, is planned and located in the manner that will be the most compatible with the greatest public good and least private injury.

7. The Subject Property Interests are necessary for the Project, as they are below the 566’ elevation. It is necessary that the District acquire the Subject Property Interests to carry out the Project’s essential flood control purposes. If the Subject Property Interests were not acquired, the Project could not proceed as planned, which in turn would result in inadequate flood protection downstream of the Prado Dam, potential flooding of, or damage to, State Route 91, and a significant risk of property damage, personal injury, and/or loss of life suffered by those downstream in Orange County.
8. The Subject Property Interests will be used for the Project, which constitutes a valid public use. Therefore, the acquisition of the Subject Property Interests will in fact be a public use.

9. In conformance with Sections 7267.1 and 7267.2 of the California Government Code and Board of Supervisors Resolution 67-612, an appraisal was prepared covering the Subject Property Interests. An offer based on said appraisal was made to the Owner of the Subject Property Interests, and a written statement showing the appraised value of the Subject Property Interests and summarizing the basis of that valuation was also delivered to the Owner.

10. The necessary notice of hearing on this Resolution has been given, as required by Code of Civil Procedure section 1245.235.

11. To the extent the Subject Property Interests are already devoted to a public use, the use of the Subject Property Interests for the District’s Project is a compatible use that will not unreasonably interfere with or impair the continuance of the public use as it presently exists or may reasonably be expected to exist in the future (California Code of Civil Procedure Section 1240.510), or the use of the Subject Property Interests for the Project is a more necessary public use than is the presently existing public use (California Code of Civil Procedure Section 1240.610).

**IT IS FURTHER RESOLVED** that the Subject Property Interests be acquired by the District, and that the County Counsel of the County of Orange and/or outside counsel, Burke, Williams & Sorensen and Murphy and Evertz, pursuant to its existing contract with the District as previously authorized by this Board for purposes of representing the District in condemnation matters (collectively, “District’s Counsel”), are hereby directed and authorized to institute
ATTACHMENT E

eminent domain proceedings for the foregoing acquisition, to do, perform, and carry out all necessary proceedings and steps incident to acquiring the Subject Property Interests, to correct any errors or to make or agree to non-material changes in the legal description of the Subject Property Interests as may be necessary for the conduct of the action or other proceedings or transactions required to acquire the Subject Property Interests, and to seek and obtain an order for prejudgment possession of some or all of the Subject Property Interests at such time as District’s Counsel deems it to be necessary and appropriate. District’s Counsel is further authorized to reduce or modify the extent of the interests or property to be acquired so as to reduce the compensation payable in the action where such change would not substantially impair the construction and operation of the project for what the Subject Property Interests are being acquired.

IT IS FURTHER RESOLVED that this Resolution shall be effective immediately upon its adoption, and that the Clerk of the Board shall certify the adoption of this Resolution and certify this record to be a full true, correct copy of the action taken.
LEGAL DESCRIPTION

Santa Ana River – Prado Dam Basin
Facility No.: E01PD
Parcel No.: 45-997

That certain portion of land in the City of Chino, County of San Bernardino, State of California, over Parcel 2 of Parcel Map No. 16980 filed in Book 211, Pages 64 and 65 of Parcel Maps, in the office of the County Recorder of said county, described as follows:

Beginning at the most northerly corner of said Parcel 2; thence along the northwesterly boundary of said Parcel South 54°30’30” West, 7.42 feet;

thence leaving said boundary South 17°37’26” East, 15.11 feet;

thence South 35°11’30” East, 100.43 feet; thence South 03°45’14” East, 107.07 feet;

thence South 54°29’26” West, 371.42 feet to the southwesterly boundary of said Parcel,

thence along the southwesterly, southeasterly and northeasterly boundary of said Parcel 2 the following seven courses:

1.) South 37°44’35” East, 41.03 feet to the beginning of a curve, concave southwesterly and having a radius of 10,229.88 feet;
2.) Southeasterly 320.39 feet along said curve through a central angle of 01°47’40”;
3.) South 35°56’55” East, 187.04 feet to the most southerly corner of said Parcel;
4.) North 30°44’08” East, 212.04 feet;
5.) North 19°59’58” East, 53.86 feet;
6.) North 54°37’32” East, 189.72 feet to the most easterly corner of said Parcel; and
7.) North 35°21’25” West, 638.71 feet to the Point of Beginning.

EXCEPTING therefrom that portion of said Parcel 2 described as follows:

COMMENCING at said most northerly corner of said Parcel;

thence along said northeasterly boundary South 35°21’25” East, 395.99 feet;

thence leaving said boundary and perpendicular therefrom South 54°38’55” West, 67.97 feet to the TRUE POINT OF BEGINNING.

thence South 35°30’39” East, 49.61 feet; thence North 53°18’51” East, 3.85 feet.

thence South 35°40’14” East, 30.96 feet; thence South 54°22’44” West, 334.23 feet;

thence North 35°29’17” West, 81.10 feet; thence North 54°29’01” East, 330.17 feet to the TRUE POINT OF BEGINNING;
ALL DISTANCES SHOWN ARE GRID, UNLESS OTHERWISE NOTED. DIVIDE A GRID DISTANCE BY 0.99998810 TO OBTAIN A GROUND DISTANCE.

Containing 4.143 Acres, more or less.

See EXHIBIT B attached and by reference made a part.

APPROVED
Kevin Hills, County Surveyor, L.S. 6617

By: Raymond J. Rivera, L.S. 8324

Date: 4/27/2022
RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA, ACTING AS THE GOVERNING BOARD OF THE ORANGE COUNTY FLOOD CONTROL DISTRICT, DETERMINING THE NECESSITY OF ACQUISITION BY EMINENT DOMAIN OF REAL PROPERTY

August 8, 2023

WHEREAS, this Resolution of Necessity (“Resolution”) seeks to acquire property interests in the real property currently owned by Majestic-AMB South Chino, LLC, a Delaware limited liability company (“Owner”) and located at 16045 Mountain Avenue, in the City of Chino, County of San Bernardino, California, and whereas the property interests to be acquired (“Subject Property Interests”) consist of:

The perpetual and assignable right, power, privilege and easement to occasionally overflow, flood and/or submerge certain real property including the right to cause, without limitation, erosion and/or deposition and associated damages to said real property, Assessor Parcel No. 1056-191-03 and a portion of Assessor Parcel No. 1027-221-03, encumbering 25.294 acres more or less, and any and all structures and improvements situated thereon, located in the County of San Bernardino, State of California, as described in Exhibit “A” and as depicted on Exhibit “B,” attached hereto, and by this reference made a part hereof, in connection with the operation and maintenance of the Prado Dam and Basin, provided that no new structures, and no structures for human habitation shall be constructed or maintained on said real property, except as may be approved in writing by the authorized representative of the District.

No excavation, drilling or mining shall be conducted, and no landfill placed on the Easement Area without easement holder approval as to the location and method of excavation, drilling, mining, and/or placement of landfill. The Subject Property Interests are subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to underlying fee owner all such rights and privileges as may be used without abridging the rights and easement hereby acquired, and provided that any use of the Easement Area shall be subject to all applicable laws including, but not limited, to laws regarding the environment.
WHEREAS, on or before July 20, 2023, pursuant to the requirements of California Code of Civil Procedure section 1245.235, the Clerk of the Board (“Clerk”) mailed notice to the Owner, *inter alia*, at the address shown by the last equalized San Bernardino County assessment roll, of the intention of the Orange County Board of Supervisors (“Board”), acting in its capacity as the governing board of the Orange County Flood Control District (“District”), to adopt this Resolution to acquire the Subject Property Interests for purposes of the District’s Santa Ana River Mainstem/Prado Dam Project (“Project”), through eminent domain proceedings, and of the date set for a hearing thereon of August 8, 2023;

WHEREAS, said notice by the Clerk notified the Owner of its right to appear and to be heard at a August 8, 2023 hearing before the Board on the following matters: (a) whether the public interest and necessity require the Project; (b) whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; (c) whether the Subject Property Interests sought to be acquired are necessary for the Project; and (d) whether the offer required by section 7267.2 of the Government Code has been made to the owner(s) of record;

WHEREAS, on August 8, 2023, the Board conducted a public hearing and heard and considered public comments, if any, and evidence presented, regarding the Project and regarding the proposed eminent domain acquisition of the Subject Property Interests; and,

WHEREAS, at the close of the public hearing and after the opportunity for open and public discussion among the Board, the Board voted, by more than the statutorily required two-
thirds’ majority of the Board membership, to adopt this Resolution to acquire the Subject Property Interests necessary for the Project through eminent domain proceedings.

NOW, THEREFORE, after consideration of the information contained above as well as in the August 8, 2023, Agenda Staff Report,

IT IS HEREBY RESOLVED that this Board finds, determines, and directs:

1. Under the California Environmental Quality Act (“CEQA”):
   a. A Final Environmental Impact Statement was previously certified by the Board of Supervisors on November 28, 1989, and reflects the independent judgment of the Orange County Flood Control District as Lead Agency (1989 EIS). Final Supplemental Environmental Impact Statement/Environmental Impact Report No. 583 (SEIS/EIR No. 583) was previously certified by the Orange County Planning Commission on December 19, 2001, and reflects the independent judgment of the District as Lead Agency. Finally, Addendum No. 1 (IP 21-0211) along with the 1989 EIS and SEIS/EIR No. 583 adequately address and fully analyze project environmental impacts for the Santa Ana River Mainstem Project, as well as the Prado Dam Project, which is a necessary and contemplated element of the Santa Ana River Mainstem Project. The 1989 EIS, SEIS/EIR No. 583 and Addendum No. 1 (IP 21-0211) are complete and adequately satisfy the requirements of CEQA for the Santa Ana River Mainstem Project, which includes the Prado Dam Spillway Modification Project based on the following additional findings:
   b. The circumstances of the Project are substantially the same and the 1989 EIS, SEIS/EIR No. 583, and Addendum No. 1 (IP 21-0211) adequately address the
ATTACHMENT F

effects of the proposed Project. No substantial changes have been made in the Project, no substantial changes have occurred in the circumstances under which the Project is being undertaken and no new information of substantial importance to the Project that was not known or could not have been known when the 1989 and SEIS/EIR No. 583 were certified has become known in relation to these proposed condemnation actions; therefore, no further environmental review is required.

c. All mitigation measures are fully enforceable pursuant to CEQA, Public Resources Code Section 21081.6(b), and have either been adopted as conditions, incorporated as part of the Project design or included in the procedures of Project implementation.

2. The Board directs and authorizes County Counsel and/or outside eminent domain counsel, the firms of Burke, Williams & Sorensen and Murphy and Evertz, pursuant to their existing contracts with the District, to initiate condemnation proceedings to condemn the Subject Property Interests.

3. The Board directs and authorizes the Auditor-Controller, upon request by County Counsel, to encumber funds and transfer estimated compensation to the State Treasurer’s Condemnation Deposits Fund, in amounts to be specified by County Counsel, in a total amount up to $3,138,000, Job No. ESP2115; to be paid from Fund 404-080-404-LS24-4100-ESP2115. The total amount is the total estimated fair market value of the Subject Property Interests as of the date of value of the appraisal, which was the basis of the purchase offer made to the Owner; and to encumber such additional funds, and issue such additional funds as may be requested by County Counsel, and as necessary to satisfy any court orders for higher deposits or payment of
greater compensation, and as necessary to pay for title insurance and other fees following transfer of ownership of the Subject Property Interests to the District. Using those encumbered funds and the funds issued by the Auditor-Controller, District’s Counsel are hereby directed and authorized to make deposits of estimated compensation with the State Treasury’s Condemnation Deposits Fund in an amount up to $3,138,000.

4. The public interest and necessity require the Project for the purposes specified by California uncodified Water Code, Act 5682, section 2, also referred to as Water Code App. Sections 36-1 et seq. (the “Orange County Flood Control Act”) and the Water Resources Development Act of 1986, as amended and set forth in 33 U.S.C. 2213 (WRDA) including but not limited to the control of flood and storm waters in order to protect the safety, health and welfare of residents and properties within the County of Orange from the potentially devastating effects of a 190-year and 200-year flood/storm event.

   a. The District needs to acquire up to 566 feet elevation to ensure flood protection, both as directed by the United States Army Corps of Engineers—the federal agency tasked with constructing the Prado Dam Project as authorized by Section 401(a) of the Water Resources Development Act of 1986, Public Law 99-662 as modified by Section 309 of the Water Resources Development Act of 1996—and as based on the project specifications for the Prado Dam Project.

   b. The Army Corps of Engineers provided the Prado Dam Project specifications and was responsible for the 1988 Santa Ana River Phase II General Design Memorandum (“GDM”), including the Hydrology Report within the GDM.
c. The GDM is the basis for the design of the Prado Dam and its other features, including the Prado basin, located behind the dam (“Flood Control Basin”), and the spillway. The Prado Dam Project was designed per the GDM specifications to withstand a Standard Project Flood with a 200-year return frequency (“SPF”). The Project raises Prado Dam from 28.4 feet (from elevation 566 to 594.4 feet), modifies and raises the spillway crest 20 feet (from elevation 543 to 563 feet) and raises the reservoir real estate limit [i.e. Flood Control Basin] 10 feet (from elevation 556 to 566 feet). The reservoir is expanded by approximately 1,661 acres from its existing storage capacity. The Project is designed for its features to work together to limit the flow during a SPF to a maximum of 30,000 cubic feet per second (“cfs”) – the maximum capacity of the Santa Ana River Channel downstream of Prado Dam.

d. In order for the Prado Dam Project to function according to its design specifications in the GDM, the Flood Control Basin will reach elevation 566 feet during an SPF. Accordingly, the GDM specifies that the Flood Control Basin be expanded from its current maximum elevation of 556 feet to 566 feet. Therefore, acquisition of land up to elevation 566 feet is required for Prado Dam to operate as designed.

e. The GDM provides that, during an SPF event, the water surface of the Flood Control Basin will go as high as 566 feet (higher than the spillway crest elevation at 563 feet), but the Project will limit the outflow of the dam to less than 30,000 cfs. This is achieved through a controlled outlet discharge, which is a combination of flows from the outlet structure within the dam being partially opened, and additional water flowing down over the spillway from the Flood Control Basin at elevation 566 feet.
ATTACHMENT F

f. The proposed Prado Dam modifications described in the GDM, including raising the total height of the spillway and increasing the storage capacity of the Flood Control Basin (by raising the water surface), provide the ability to handle both a SPF and a Reservoir Design Flood ("RDF"). An RDF has a 190-year return frequency. The spillway feature of the Project is designed to withstand an RDF but working with the Project’s other features as designed in the GDM, provides overall protection from an SPF. The GDM states that the dam modifications “will provide sufficient capacity to ... contain a Reservoir Design Flood (RDF) with a peak inflow of 254,000 [cfs] and a 4-day volume of 415,800 acre-feet, [and] reduce the standard project flood (SPF) from a peak inflow of 275,500 ft 3/s to a maximum outflow of 30,000 [ cfs] through a combination of spillway flow and regulated outlet discharge.” As both SPF and RDF would equally result in a maximum peak discharge of 30,000 cfs downstream of the Prado Dam, the communities of Orange County, which is located downstream of Prado Dam, would be protected from both SPF and RDF.

g. Accordingly, the Prado Dam Project, as designed, will, during a SPF, reduce the peak inflow of 275,000 cfs to a maximum outflow of 30,000 cfs. During an SPF, the water surface will rise to elevation 566 feet to allow for the spillway to function at its estimated maximum outflow at that water surface elevation. This can be accomplished only by acquiring the properties within the basin perimeter that will be flooded when water is allowed to rise to elevation 566 feet, i.e., the Flood Control Basin. The acquisition of these said properties would meet the storage requirements of both SPF and RDF for flood control purposes.
h. Unless property is acquired in easement or fee for the Flood Control Basin up to elevation 566’, the Prado Dam will not operate as it is designed to operate as specified in the GDM and its accompanying Hydrology Report.

5. The District is authorized to acquire the Subject Property Interests and to exercise the power of eminent domain for the public uses set forth herein under the California Constitution, the California eminent domain law (Code of Civil Procedure Sections 1230.010 et seq., and 1240.010 et seq., including without limitation Section 1240.110), Government Code Section 25350.5, and the Orange County Flood Control Act. The Subject Property Interests are located in San Bernardino County and the District is exercising its power of eminent domain extraterritorially pursuant to, inter alia, Sections 2 and 16 of the Orange County Flood Control Act.

6. The Project, which will raise the Prado Dam flood basin and expand the potential inundation area up to 566 feet above sea level, is planned and located in the manner that will be the most compatible with the greatest public good and least private injury.

7. The Subject Property Interests are necessary for the Project, as they are below the 566’ elevation. It is necessary that the District acquire the Subject Property Interests to carry out the Project’s essential flood control purposes. If the Subject Property Interests were not acquired, the Project could not proceed as planned, which in turn would result in inadequate flood protection downstream of the Prado Dam, potential flooding of, or damage to, State Route 91, and a significant risk of property damage, personal injury, and/or loss of life suffered by those downstream in Orange County.
8. The Subject Property Interests will be used for the Project, which constitutes a valid public use. Therefore, the acquisition of the Subject Property Interests will in fact be a public use.

9. In conformance with Sections 7267.1 and 7267.2 of the California Government Code and Board of Supervisors Resolution 67-612, an appraisal was prepared covering the Subject Property Interests. An offer based on said appraisal was made to the Owner of the Subject Property Interests, and a written statement showing the appraised value of the Subject Property Interests and summarizing the basis of that valuation was also delivered to the Owner.

10. The necessary notice of hearing on this Resolution has been given, as required by Code of Civil Procedure section 1245.235.

11. To the extent the Subject Property Interests are already devoted to a public use, the use of the Subject Property Interests for the District’s Project is a compatible use that will not unreasonably interfere with or impair the continuance of the public use as it presently exists or may reasonably be expected to exist in the future (California Code of Civil Procedure Section 1240.510), or the use of the Subject Property Interests for the Project is a more necessary public use than is the presently existing public use (California Code of Civil Procedure Section 1240.610).

IT IS FURTHER RESOLVED that the Subject Property Interests be acquired by the District, and that the County Counsel of the County of Orange and/or outside counsel, Burke, Williams & Sorensen and Murphy and Evertz, pursuant to its existing contract with the District as previously authorized by this Board for purposes of representing the District in condemnation matters (collectively, “District’s Counsel”), are hereby directed and authorized to institute
ATTACHMENT F

eminent domain proceedings for the foregoing acquisition, to do, perform, and carry out all necessary proceedings and steps incident to acquiring the Subject Property Interests, to correct any errors or to make or agree to non-material changes in the legal description of the Subject Property Interests as may be necessary for the conduct of the action or other proceedings or transactions required to acquire the Subject Property Interests, and to seek and obtain an order for prejudgment possession of some or all of the Subject Property Interests at such time as District’s Counsel deems it to be necessary and appropriate. District’s Counsel is further authorized to reduce or modify the extent of the interests or property to be acquired so as to reduce the compensation payable in the action where such change would not substantially impair the construction and operation of the project for what the Subject Property Interests are being acquired.

IT IS FURTHER RESOLVED that this Resolution shall be effective immediately upon its adoption, and that the Clerk of the Board shall certify the adoption of this Resolution and certify this record to be a full true, correct copy of the action taken.
ATTACHMENT F

EXHIBIT A

LEGAL DESCRIPTION

Santa Ana River – Prado Dam Basin
Facility No.: E01PD
Parcel No.: 45-020

Resolution No._____, Item No. __

A portion of Parcel 1 and all of Parcel 2 of Parcel Map No. 16157, in the City of Chino, County of San Bernardino, State of California, as per map recorded in Book 201, Pages 41 and 42 of Parcel Maps, in the office of the County Recorder of said county, together with those portions of Bickmore Avenue and Mountain Avenue which would pass by operation of law upon abandonment, described as a whole as follows:

Beginning at the southeasterly corner of said Parcel 2; thence along the southerly line of said Parcel 2 and the southerly line of said Bickmore Avenue North 89°43'47" West, 2300.42 feet to the centerline of said Mountain Avenue as shown on said Parcel Map No. 16157; thence along said centerline North 00°19'56" East, 136.00 feet; thence leaving said centerline South 89°40'04" East, 33.00 feet to the westerly line of said Parcel 1; thence along said westerly line North 00°19'56" East, 562.00 feet; thence leaving said westerly line South 89°40'04" East, 92.30 feet; thence South 00°20'15" West, 427.27 feet; thence South 89°37'27" East, 1831.00 feet; thence North 05°03'30" East, 445.00 feet; thence North 32°57'01" West, 96.00 feet; thence North 00°01'19" East, 30.00 feet; thence North 89°37'27" West, 1823.00 feet; thence North 00°20'15" East, 36.00 feet; thence North 51°18'53" East, 203.61 feet; thence South 89°37'27" East, 72.00 feet; thence North 00°20'15" East, 19.00 feet; thence South 89°37'27" East, 810.82 feet; thence South 00°20'15" West, 29.00 feet; thence South 89°37'27" East, 253.00 feet, thence North 00°20'15" East, 77.00 feet; thence South 89°42'35" East, 580.00 feet; thence South 28°07'52" East, 96.28 feet to a point on the easterly line of said Parcel 1, said point being the beginning of a non-tangent curve concave northeasterly having a radius of 3039.98 feet, a radial line to said beginning of curve bears South 78°41'09" West; thence southeasterly along said curve 190.60 feet through a central angle of 03°35'52"; thence along said easterly line of said Parcels 1 and 2 South 14°54'23" East, 809.56 feet to the Point of Beginning.

Containing 25.294 Acres, more or less.

ALL DISTANCES SHOWN ARE GRID, UNLESS OTHERWISE NOTED. DIVIDE A GRID DISTANCE BY 0.99999179 TO OBTAIN A GROUND DISTANCE.

See EXHIBIT B attached and by reference made a part hereof.

APPROVED
Kevin Hills, County Surveyor, L.S. 6617

[Signature]
By: Wade Douglas Weaver, L.S. 4337

Date: 2-20-2018

Resolution No._____, Item No.____
Santa Ana River Mainstem/Prado Dam Project
Acquisition by Eminent Domain of Real Property for Flood Control Purposes

LA #4821-3670-4459 v1
Resolution No._____, Item No. __
Santa Ana River Mainstem/Prado Dam Project
Acquisition by Eminent Domain of Real Property for Flood Control Purposes

LA #4821-3670-4459 v1
NOTICE OF INTENTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE, CALIFORNIA, ACTING AS THE GOVERNING BOARD OF THE ORANGE COUNTY FLOOD CONTROL DISTRICT, TO CONSIDER FOR ADOPTION A RESOLUTION DETERMINING THE NECESSITY OF ACQUISITION BY EMINENT DOMAIN OF REAL PROPERTY

YOU ARE HEREBY NOTIFIED, pursuant to Code of Civil Procedure section 1245.235, that the Board of Supervisors of the County of Orange (the “Board”), acting as the governing board of the Orange County Flood Control District (the “District”), intends to consider for adoption a resolution of necessity (the “Resolution”), a copy of which as proposed is attached to this Notice, determining the necessity to acquire, through eminent domain proceedings, an easement for flowage purposes over certain real property more specifically described below (the “Subject Property Interests”) – for purposes of the District’s Santa Ana River Mainstem/Prado Dam project (the “Project”). The Subject Property Interests consist of the following:

The perpetual and assignable right, power, privilege and easement to occasionally overflow, flood and/or submerge certain real property and any and all structures and improvements situated thereon, including the right to cause, without limitation, erosion and/or deposition and associated damages to said real property, structure and improvements, located within a portion of Assessor Parcel No. 1027-121-29, encumbering 4.143 acres more or less, located in the County of San Bernardino, State of California, as described in Exhibit “A” and as depicted on Exhibit “B,” attached hereto, and by this reference made a part hereof, in connection with the operation and maintenance of the Prado Dam and Basin, provided that no new structures, and no structures for human habitation shall be constructed or maintained on said real property, except as may be approved in writing by the authorized representative of the District.

No excavation, drilling or mining shall be conducted, and no landfill placed on the Easement Area without easement holder approval as to the location and method of excavation, drilling, mining, and/or placement of landfill. The Subject Property Interests are subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to underlying fee owner all
such rights and privileges as may be used without abridging the rights and easement hereby acquired, and provided that any use of the Easement Area shall be subject to all applicable laws including, but not limited to, laws regarding the environment.

The Subject Property Interests are being considered for acquisition through eminent domain proceedings because District staff believes they are required for the essential flood control purposes of the District with respect to the District’s Project; that if the Subject Property Interests were not acquired, the Project could not proceed as planned, which in turn would result in inadequate flood protection downstream of the Prado Dam, potential flooding of, or damage to, State Route 91, and a significant risk of property damage, personal injury and/or loss of life suffered by those downstream in Orange County; and that it is also necessary that the District acquire the Subject Property Interests because that area will itself be exposed to a greater risk of inundation as a result of the increased capacity of the Project reservoir.

YOU ARE HEREBY NOTIFIED that the public hearing by the Board to consider adoption of the Resolution is set for 9:30 a.m. (or as soon thereafter as the Board meeting reaches the agenda item relating to this public hearing) on August 8, 2023, at the Board of Supervisors’ Hearing Room, Ground Floor, County Administration North, 400 W. Civic Center Drive., Santa Ana, California.

YOU ARE HEREBY FURTHER NOTIFIED that you must file a written request to appear and be heard within fifteen (15) days of the mailing of this Notice by filing or delivering a written request to the address below if you desire to appear and be heard on: (1) whether \textit{the public interest and necessity require the Project}; (2) whether \textit{the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury}; (3) whether the Subject Property
Interests sought to be acquired are necessary for the Project; and (4) whether the offer required by section 7267.2 of the Government Code has been made to the owner of record.

Clerk of the Board of Supervisors  
County Administration North  
400 W. Civic Center Drive, 6th Floor  
Santa Ana, California 92701

You may use the following page of this Notice for this purpose to notify the Board of Supervisors of your intent and desire to be heard. Your failure to file a written request to appear and be heard within fifteen (15) days after this Notice was mailed may result by law in a waiver of your right to be heard. For further information, please contact Robin Stieler, Clerk of the Board of Supervisors at (714) 834-3324.
REQUEST TO BE HEARD ON RESOLUTION DETERMINING THE NECESSITY TO ACQUIRE AND CONDEMN, THROUGH EMINENT DOMAIN, REAL PROPERTY FOR THE SANTA ANA RIVER MAINSTEM/PRADO DAM PROJECT

Name___________________________________________________

Address_________________________________________________

Telephone Number________________________________________

Dated: ______________

_________________________________________
(Signature)
DECLARATION OF MAILING

____________________________________, ___________________________________,
   (Name)                               (Title)
on behalf of the County of Orange, CEO Real Estate Department, hereby declares as follows:

  That on ______________, I mailed, postage prepaid, a copy of the attached
NOTICE OF INTENTION OF THE BOARD OF SUPERVISORS OF THE COUNTY
OF ORANGE, CALIFORNIA, ACTING AS THE GOVERNING BOARD OF THE
ORANGE COUNTY FLOOD CONTROL DISTRICT, TO CONSIDER FOR
ADOPTION A RESOLUTION DETERMINING THE NECESSITY OF ACQUISITION
BY EMINENT DOMAIN OF REAL PROPERTY to the record owner of the real
property which may be acquired and whose names and addresses appear on the last
equalized assessment rolls. The names and addresses of all persons the attached Notice
was mailed to are as follows:

<table>
<thead>
<tr>
<th>Notice Recipients – Names and Addresses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Turner South Chino, LLC</td>
</tr>
<tr>
<td>Attn: Christy Clow</td>
</tr>
<tr>
<td>1500 Quail Street, Suite 150</td>
</tr>
<tr>
<td>Newport Beach, CA 92660</td>
</tr>
</tbody>
</table>

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct to the best of my knowledge.

EXECUTED at Santa Ana, California, this ____ day of ____________, 2023.

___________________________________
   (Signature)
NOTICE OF INTENTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE, CALIFORNIA, ACTING AS THE GOVERNING BOARD OF THE ORANGE COUNTY FLOOD CONTROL DISTRICT, TO CONSIDER FOR ADOPTION A RESOLUTION DETERMINING THE NECESSITY OF ACQUISITION BY EMINENT DOMAIN OF REAL PROPERTY

YOU ARE HEREBY NOTIFIED, pursuant to Code of Civil Procedure section 1245.235, that the Board of Supervisors of the County of Orange (the “Board”), acting as the governing board of the Orange County Flood Control District (the “District”), intends to consider for adoption a resolution of necessity (the “Resolution”), a copy of which as proposed is attached to this Notice, determining the necessity to acquire, through eminent domain proceedings, an easement for flowage purposes over certain real property more specifically described below (the “Subject Property Interests”) – for purposes of the District’s Santa Ana River Mainstem/Prado Dam project (the “Project”). The Subject Property Interests consist of the following:

The perpetual and assignable right, power, privilege and easement to occasionally overflow, flood and/or submerge certain real property including the right to cause, without limitation, erosion and/or deposition and associated damages to said real property, Assessor Parcel No. 1056-191-03 and a portion of Assessor Parcel No. 1027-221-03, encumbering 25.294 acres more or less, and any and all structures and improvements situated thereon, located in the County of San Bernardino, State of California, as described in Exhibit “A” and as depicted on Exhibit “B,” attached hereto, and by this reference made a part hereof, in connection with the operation and maintenance of the Prado Dam and Basin, provided that no new structures, and no structures for human habitation shall be constructed or maintained on said real property, except as may be approved in writing by the authorized representative of the District.

No excavation, drilling or mining shall be conducted, and no landfill placed on the Easement Area without easement holder approval as to the location and method of excavation, drilling, mining, and/or placement of landfill. The Subject Property Interests are subject to existing easements for public roads and highways, public utilities,
railroads and pipelines; reserving, however, to underlying fee owner all such rights and privileges as may be used without abridging the rights and easement hereby acquired, and provided that any use of the Easement Area shall be subject to all applicable laws including, but not limited, to laws regarding the environment.

The Subject Property Interests are being considered for acquisition through eminent domain proceedings because District staff believes they are required for the essential flood control purposes of the District with respect to the District’s Project; that if the Subject Property Interests were not acquired, the Project could not proceed as planned, which in turn would result in inadequate flood protection downstream of the Prado Dam, potential flooding of, or damage to, State Route 91, and a significant risk of property damage, personal injury and/or loss of life suffered by those downstream in Orange County; and that it is also necessary that the District acquire the Subject Property Interests because that area will itself be exposed to a greater risk of inundation as a result of the increased capacity of the Project reservoir.

YOU ARE HEREBY NOTIFIED that the public hearing by the Board to consider adoption of the Resolution is set for 9:30 a.m. (or as soon thereafter as the Board meeting reaches the agenda item relating to this public hearing) on August 8, 2023, at the Board of Supervisors’ Hearing Room, Ground Floor, County Administration North, 400 W. Civic Center Drive, Santa Ana, California.

YOU ARE HEREBY FURTHER NOTIFIED that you must file a written request to appear and be heard within fifteen (15) days of the mailing of this Notice by filing or delivering a written request to the address below if you desire to appear and be heard on: (1) whether the public interest and necessity require the Project; (2) whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; (3) whether the Subject Property
Interests sought to be acquired are necessary for the Project; and (4) whether the offer required by section 7267.2 of the Government Code has been made to the owner of record.

Clerk of the Board of Supervisors
County Administration North
400 W. Civic Center Drive, 6th Floor
Santa Ana, California 92701

You may use the following page of this Notice for this purpose to notify the Board of Supervisors of your intent and desire to be heard. Your failure to file a written request to appear and be heard within fifteen (15) days after this Notice was mailed may result by law in a waiver of your right to be heard. For further information, please contact Robin Stieler, Clerk of the Board of Supervisors at (714) 834-3324.
REQUEST TO BE HEARD ON RESOLUTION DETERMINING THE NECESSITY TO ACQUIRE AND CONDEMN, THROUGH EMINENT DOMAIN, REAL PROPERTY FOR THE SANTA ANA RIVER MAINSTEM/PRADO DAM PROJECT

Name___________________________________________________
Address_________________________________________________
_________________________________________________
Telephone Number________________________________________
Dated: ______________

_________________________________________
(Signature)
DECLARATION OF MAILING

____________________________________, ___________________________________,

(Name)                                   (Title)  
on behalf of the County of Orange, CEO Real Estate Department, hereby declares as follows:

That on ______________, I mailed, postage prepaid, a copy of the attached
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<tr>
<td>Majestic-AMB South Chino, LLC</td>
</tr>
<tr>
<td>c/o Majestic Realty Co.</td>
</tr>
<tr>
<td>13191 Crossroads Parkway North 6th Floor</td>
</tr>
<tr>
<td>City of Industry, CA 91746</td>
</tr>
<tr>
<td>Attention: Melissa Nieto</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Michael Kehoe</td>
</tr>
<tr>
<td>Palmieri Hennessey &amp; Leifer, LLP</td>
</tr>
<tr>
<td>3 Park Plaza, Suite 1950</td>
</tr>
<tr>
<td>Irvine, CA 92614</td>
</tr>
</tbody>
</table>

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct to the best of my knowledge.

EXECUTED at Santa Ana, California, this ____ day of ____________, 2023.
MEMORANDUM

To: Clerk of the Board

From: Chairman Donald P. Wagner, Third District

Date: August 4, 2023

RE: Supplemental Item for August 8, 2023 Board of Supervisors Meeting

Please add this as a supplemental item to the August 8, 2023 Board of Supervisors meeting:

I would like to allocate $15,000 from Third District discretionary funds to the Children’s Education Foundation of Orange County.

I ask that the Board of Supervisors approve the following recommended actions at our August 8, 2023 meeting:

1. Allocate $15,000 from Third District discretionary funds to the Children’s Education Foundation of Orange County.

2. Find under to Government Code section 26227 that this expenditure is necessary to meet the social needs of County residents.

3. Authorize and direct the County Executive Officer, or designee, to negotiate and enter into an agreement with Children’s Education Foundation of Orange County as necessary to effectuate the purposes of this allocation, including, but not limited to, the allocation of funds to Children’s Education Foundation of Orange County.

4. Authorize and direct the Auditor-Controller, or designee, to make related payments as necessary to effectuate the purposes of this allocation, including, but not limited to Cal-Card, electronic fund transfers or check payments.