September 12, 2023

PRESENTATIONS (9:00 A.M.)

Chairman Wagner will be presenting a resolution proclaiming September 2023 as “Suicide Prevention Month”

Chairman Wagner will be presenting a resolution proclaiming September 2023 as “Recovery Happens Month”

Supervisor Sarmiento will be presenting a resolution proclaiming September 4, 2023, as “Labor Day”

CONSENT

1. Revised Title to read:
   Chairman Wagner Supervisor Foley - Orange County Emergency Medical Care Committee - Reappoint Dr. Theodore Heyming, Irvine, for term ending 6/30/25

6. Continued to 10/17/23, 9:30 a.m.

DISCUSSION

17. Revised Title to read:
   Sheriff-Coroner - Approve purchase order PO-060-23011435 with Motorola Solutions, Inc. for purchase of Harbor Patrol Radio Console Upgrade ($454,109); and authorize County Procurement Officer or Deputized designee to execute purchase order - Districts 1 and 5 (4/5 3 votes Board Majority)

19. Revised Title to read:
   OC Community Resources - Approve amendment 2 to contract MA-012-23010702 with Sean Fulton for consulting services for OC Animal Care, 9/6/23 - 9/5/24 effective upon Board approval through 11/5/24 ($132,000; cumulative $207,000); and authorize County Procurement Officer or Deputized designee to exercise cost contingency increase not to exceed 10% under certain conditions and execute contract - All Districts (Continued from 8/22/23, Item 21)
28. Revised Title to read: **County Executive Office** - Approve grant applications/awards submitted by County Executive Office, Health Care Agency, OC Public Works, Sheriff-Coroner and District Attorney and retroactive grant applications/awards submitted by OC Community Resources in 9/12/23 grant report and other actions as recommended; adopt resolution authorizing County Executive Office to submit a grant application to State of California Department of Housing and Community Development for Emergency Solutions Grant for families experiencing homelessness ($1,220,802) and authorize Director of Care Coordination or designee to execute agreement and any amendments or modifications under certain conditions; adopt resolution authorizing OC Public Works Director or designee to submit, execute and amend grant application to California Department of Water Resources for Drought Resilience Planning 2023, a Sub-Program of Small Community Relief Program ($125,000); adopt resolution authorizing OC Public Works Director or designee to submit, execute and amend application to Wildlife Conservation Board for Stream Flow Enhancement Program to fund development of Aliso Creek Watershed Habitat Connectivity Improvement Project ($3,573,000); and adopt resolution authorizing District Attorney or designee to execute grant award agreements and amendments with California Department of Insurance for Automobile Insurance Fraud Program ($1,004,845); and making California Environmental Quality Act (CEQA) exemption findings pursuant to CEQA Guidelines Section 15061(b)(3) and other findings - All Districts

PUBLIC HEARING

32. Continued to 9/26/23, 9:30 a.m.

33. 11:00 A.M. TIME CERTAIN FOR ITEM 33

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

Items: 19 and 28

**Supplemental Item(s)**

S31A. **Supervisor Sarmiento** - Approve addition of Voter Education and Information Events to County Events Calendar; and make related findings per Government Code Section 26227

S31B. **Supervisor Foley** - Orange County Senior Citizens Advisory Council - Appoint Joan Nichols, Newport Beach, for term concurrent with 5th District Supervisor’s term of office

S31C. **County Executive Office** - Approve and adopt 2023-2026 Memorandum of Understanding (MOU) with International Union of Operating Engineers, 6/30/23 - 6/25/26; and authorize County Executive Officer or designee to execute MOU - All Districts
S31D. **Sheriff-Coroner** - Approve retroactive amendment 1 to contract MA-060-23010736 with Secure Guard Security Services Inc. for unarmed security guard services, 2/28/23 - 2/27/24 ($399,453; cumulative total $592,153); and authorize County Procurement Officer or Deputized designee to execute amendment - District 2

S31E. **Chairman Wagner** - Approve allocation of $10,000 from Third District discretionary funds to Heroes Hall Veterans Foundation; make related findings per Government Code Section 26227; and authorize County Executive Officer or designee to negotiate and enter into agreement with Heroes Hall Veterans Foundation

S31F. **Supervisor Foley** - Animal Care Community Outreach Committee - Appoint Libby Cowan, Costa Mesa, for term ending 4/29/27

S31G. **Supervisor Foley** - Community Action Partnership of Orange County - Reappoint Irene Basdakis, Aliso Viejo, for term concurrent with 5th District Supervisor’s term of office

SCS2. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: William Buck Johns and Elizabeth Colleen Johns, as co-trustees of the Johns Living Trust dated August 13, 2007, et al. v. County of Orange, Orange County Superior Court Case No. 30-2022-01281155

SCS3. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - INITIATION OF LITIGATION - Pursuant to Government Code Section 54956.9(d)(4):
Number of Cases: One Case

SCS4. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Ronald Reed v. County of Orange, WCAB Case: ADJ13081892

SCS5. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Javier Godinez v. County of Orange, WCAB Case: ADJ16752913

SCS6. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Sean Howell v. County of Orange, WCAB Case: Unassigned
August 30, 2023

To: Honorable Board of Supervisors

From: Jamie Ross, Assistant Clerk of the Board

Subject: Correction to Title September 12, 2023, Board Agenda, Item 1

The incorrect submitting Supervisor was listed due to a clerical error by the Clerk of the Board. The submitting Supervisor has been corrected:

Chairman Wagner Supervisor Foley - Orange County Emergency Medical Care Committee - Reappoint Dr. Theodore Heyming, Irvine, for term ending 6/30/25

Cc: Leon Page, County Counsel
    Frank Kim, CEO
Continuation or Deletion Request

Date: August 29, 2023
To: Clerk of the Board of Supervisors
From: Sheriff-Coroner Department/Executive Director Brian Wayt
Re: ASR Control #: 23-000723, Meeting Date 9/12/23  Agenda Item No. # 6
Subject: Approve Agreement with Sheriff's Museum & Educational Center

☑  Request to continue Agenda Item No. # 6 to the 10/17/23 Board Meeting.

Comments: Need additional review time.

☐  Request deletion of Agenda Item No. # _____

Comments:
Revision to ASR and/or Attachments

Date: August 29, 2023
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Sheriff-Coroner Department/Executive Director Brian Wayt
Re: ASR Control #: 23-0000658, Meeting Date 9/12/23, Item No. # 17
Subject: Approve Harbor Patrol Radio Console Upgrade

Explanation:

Need to change the number of votes required from 4/5 Vote to 3 Votes Board Majority.

☐ Revised Recommended Action(s)

☒ Make modifications to the:

☐ Subject ☐ Background Information ☐ Summary ☐ Financial Impact

3 Votes Board Majority

☐ Revised Attachments (attach revised attachment(s) and redlined copy(s))
Revision to ASR and/or Attachments

Date: 9/5/23
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Dylan Wright, Director, OC Community Resources
Re: ASR Control #: 23-000636, Meeting Date 9/12/23, Item No. # 19
Subject: Approve Contract Amendment for Short Term Consulting Services for OC Animal Care

Explanation:

OC Community Resources would like to update the name and terms of the Contract Amendment:

☑ Revised Recommended Action(s)

1. Authorize the County Procurement Officer or Deputized designee to execute Amendment One Two to the Contract with Sean Fulton for consulting services for OC Animal Care, to extend the Contract from September 6, 2023 effective upon Board approval, through September 5 November 5, 2024, and to increase the contract amount by $132,000 for a new contract total amount not to exceed $207,000.

☑ Make modifications to the:

☐ Subject ☑ Background Information ☐ Summary ☐ Financial Impact

Under Background Information, paragraph 2:

OCCR/OCAC administratively executed Contract MA-012-23010702 (Contract) with Sean Fulton on December 9, 2022 to provide short term consulting services for the term of January 19, 2023, through September 5, 2023, for a contract amount not to exceed $75,000. On August 31, 2023, OCCR/OCAC administratively executed Amendment One to the Contract to extend the term of the contract through November 4, 2023.
Under Background Information, paragraph 5:

The proposed Amendment One Two to the Contract will extend the contract term from September 6, 2023 effective upon Board approval, through September 5 November 5, 2024, for a new contract total amount not to exceed $207,000. Proposed Amendment One Two also revises the Contract's original scope of work to focus primarily on reviewing and updating policies and procedures, including the development of a procedure that will allow for the ongoing review, revision and development of OCAC policies and procedures by County staff.

- Revised Attachments (attach revised attachment(s) and redlined copy(s))

Attachment A – Amendment Two to Contract Number MA-012-23010702
Attachment B – Contract Number MA-012-23010702 Redline
Attachment C – Contract Summary Form
AMENDMENT TWO
TO CONTRACT MA-012-23010702
BETWEEN
ORANGE COUNTY COMMUNITY RESOURCES/OC ANIMAL CARE AND SEAN FULTON
FOR
CONSULTING SERVICES

This Amendment to Contract MA-012-23010702, herein referred to as “Amendment Two” is made and entered into upon execution of all necessary signatures between the County of Orange, OC Community Resources (OCCR)/OC Animal Care (OCAC), a political subdivision of the State of California, hereinafter referred to as “County” and Sean Fulton with a place of business at 9931 E. Tumbleweed Ave., Mesa, AZ, 85212, hereinafter referred to as “Contractor” which are sometimes individually referred to as “Party”, or collectively referred to as “Parties”.

WHEREAS, County and Contractor entered into Contract MA-012-23010702, herein referred to as “Original Contract”, commencing on January 19, 2023, through September 5, 2023, in an amount not to exceed $75,000; and

WHEREAS, the Parties executed amendment one to extend the Contract for two (2) additional months, commencing on September 6, 2023 through November 5, 2023; and

WHEREAS, the County now desires to amend the Contract to renew for one (1) additional year term; and

WHEREAS, the County now desires to amend the Contract increase the Not to Exceed amount by $132,000; and

WHEREAS, the County now desires to amend Articles, Section II, Additional Terms and Conditions No. 11 Notices; and

WHEREAS, the County now desires to amend Attachment A, Scope of Work; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both Parties agree as follows:

ARTICLES

1. The Contract Term, referenced in Contract Article II (Term of Contract), is extended for one (1) additional year, effective upon board approval through November 5, 2024, and;

2. The Total contract not to exceed amount in Attachment B, Cost and Compensation:

   Compensation: This is a, firm fixed-usage Contract between the County and Contractor for Consulting Services as specified in ATTACHMENT A-Scope of Work.

   The Contractor agrees to accept the specified compensation, as set forth in this Contract as full remuneration for performing all services called for, and for any reasonably unforeseen difficulties which may arise or be encountered in the execution of services. The Contractor assumes all risks
connected with the services and responsibility for performance of all its duties and obligations hereunder.

**Schedule of Fees:** County shall pay the following fees in accordance with the provisions of this Contract. Payment of Contractor’s invoices shall be as follows:

3. $57.92 hourly rate

**Total contract amount not to exceed $207,000.**

Total contract amount above includes 10% Contingency.

4. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

County: OC Animal Care  
1630 Victory Rd,  
Tustin, CA 92782  
Contact: Monica Schmidt  
Phone: 714-796-6414  
Email: Monica.Schmidt@occr.ocgov.com

5. Attachment A “Scope of Work”, see revised Attachment A “Scope of Work”.

**ATTACHMENT A**  
Scope of Work

1. **Professional Services:** The CONTRACT EMPLOYEE will be responsible for a range of professional service projects and work as requested by the COUNTY. The CONTRACT EMPLOYEE agrees that, he/she shall perform in accordance with this Agreement the following duties and obligations to the best of his/her ability.

The duties and obligations will include, but are not limited to the following:

1. Policies and Procedures. 85% of CONTRACT EMPLOYEE services will be to provide professional services for the analysis of current policies and procedures and the development/update/revision for COUNTY as requested.
   a. Policy Inventory. Develop and maintain an OCAC Policy Inventory that documents all OCAC policies and procedures and includes critical administrative information such as, but not limited to, policy number, policy title, approval date,
effect date, revision date, review frequency, policy owner, and date of last review.

b. Policy Inventory Analysis. Utilizing the Policy Inventory, develop a strategic plan of action for the review, revision, creation, update, etc. of policies and procedures which takes into consideration various factors/priorities such as necessity to business needs, age of policies, relevance of policies to current operations, redundancy of policies, etc. This Analysis shall result in a plan of action in which high priority policies and procedures as identified and agreed upon by OCAC, are revised/updated/drafted to the stage of submission.

c. Development and Revision of Policies. Develop new and revise current program/administrative/operational policies and procedures for COUNTY as requested. Such activity shall include consultation with applicable staff, counsel, Human Resource Services, Risk Management, or others as appropriate and authorized by COUNTY to develop and finalize policies and procedures for approval, implementation, training and distribution by COUNTY. Utilizing the Policy inventory Analysis, CONTRACT EMPLOYEE will revise/develop policies and procedures of high priority as identified and agreed upon by OCAC, to the stage of submission within the contract period.

d. OCAC Policy Administration. Development of a documented procedure, workflow, and applicable resources that will allow for the ongoing review, development, and creation of OCAC Policies by COUNTY staff.

2. California Public Records Act. 15% of CONTRACT EMPLOYEE services will be to provide professional support related to COUNTY compliance in receiving and responding to California Public Records Act (PRA) requests for COUNTY as requested. Consult with applicable staff, counsel, and others as appropriate and as authorized by COUNTY to gather, compile, and transmit potentially responsive records to the Custodian of Records for review, analysis, potential redaction, and release.

3. Project Management. Assist with managing special project as assigned and requested by COUNTY.

II. Location: CONTRACT EMPLOYEE shall personally provide the services required of him/her via remote work, with an occasional presence on COUNTY property as requested by COUNTY.

III. Availability: To ensure adequate availability and accessibility, CONTRACT EMPLOYEE will maintain regular working hours and availability, as agreed upon by the COUNTY and CONTRACT EMPLOYEE. If CONTRACT EMPLOYEE will be unavailable on a given date or date range, time off shall be requested with COUNTY in advance when practicable.

Deliverables: Shall be measured based on completed work provided to COUNTY as requested. The COUNTY may provide dates for deliverables and the CONTRACT EMPLOYEE will work with the County to meet deliverable timelines.

All other terms and conditions contained in the CONTRACT shall remain unchanged and with full force and effect. Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

**Signature Page Follows**
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed Amendment Two on the date written above:

SEAN FULTON, LLC*

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sean Fulton</td>
<td>Individual</td>
<td>8/31/2023</td>
</tr>
</tbody>
</table>

Signature Name Title Date

____________________________________________________
County of Orange, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

<table>
<thead>
<tr>
<th>Signature Name Title Date</th>
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</thead>
<tbody>
<tr>
<td>Deputy Purchasing Agent</td>
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</tbody>
</table>

APPROVED AS TO FORM:

County Counsel

By: ____________________________
Name: Carolyn Frost
Date: 8/31/2023

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.
AMENDMENT ONE
TO CONTRACT MA-012-23010702
BETWEEN
ORANGE COUNTY COMMUNITY RESOURCES/OC ANIMAL CARE AND SEAN FULTON
FOR
CONSULTING SERVICES

This Amendment to Contract MA-012-23010702, herein referred to as “Amendment One” is made and entered into upon execution of all necessary signatures between the County of Orange, OC Community Resources (OCCR)/OC Animal Care (OCAC), a political subdivision of the State of California, hereinafter referred to as “County” and Sean Fulton with a place of business at 9931 E. Tumbleweed Ave., Mesa, AZ, 85212, hereinafter referred to as “Contractor” which are sometimes individually referred to as “Party”, or collectively referred to as “Parties”.

WHEREAS, County and Contractor entered into Contract MA-012-23010702, herein referred to as “Original Contract”, commencing on January 19, 2023, through September 5, 2023, in an amount not to exceed $75,000; and

WHEREAS, the County now desires to amend the Contract to renew for one additional (1) year term; and

WHEREAS, the County now desires to amend the Contract increase the Not to Exceed amount by $132,000; and

WHEREAS, the County now desires to amend Articles, Section II, Additional Terms and Conditions No. 11 Notices; and

WHEREAS, the County now desires to amend Attachment A, Scope of Work; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both Parties agree as follows:

ARTICLES

1. The Contract Term, referenced in Contract Article II (Term of Contract), is extended for one (1) additional year, effective upon Board approval September 6, 2023, through November 5, 2024, and;

2. The Total contract not to exceed amount in Attachment B, Cost and Compensation:
   Compensation: This is a, firm fixed usage Contract between the County and Contractor for Consulting Services as specified in ATTACHMENT A-Scope of Work.
   The Contractor agrees to accept the specified compensation, as set forth in this Contract as full remuneration for performing all services called for, and for any reasonably unforeseen difficulties which may arise or be encountered in the execution of services. The Contractor assumes all risks
connected with the services and responsibility for performance of all its duties and obligations hereunder.

**Schedule of Fees:** County shall pay the following fees in accordance with the provisions of this Contract. Payment of Contractor’s invoices shall be as follows:

3. $57.92 hourly rate

**Total contract amount not to exceed $207,000.**

Total contract amount above includes 10% Contingency.

4. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

County: OC Animal Care
1630 Victory Rd,
Tustin, CA 92782
Contact: Monica Schmidt
Phone: 714-796-6414
Email: Monica.Schmidt@occr.ocgov.com

5. Attachment A “Scope of Work”, see revised Attachment A “Scope of Work”.

**ATTACHMENT A**
Scope of Work

1. **Professional Services:** The CONTRACT EMPLOYEE will be responsible for a range of professional service projects and work as requested by the COUNTY. The CONTRACT EMPLOYEE agrees that, he/she shall perform in accordance with this Agreement the following duties and obligations to the best of his/her ability.

The duties and obligations will include, but are not limited to the following:

1. Policies and Procedures. 85% of CONTRACT EMPLOYEE services will be to provide professional services for the analysis of current policies and procedures and the development/update/revision for COUNTY as requested.
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effective date, revision date, review frequency, policy owner, and date of last review.

b. Policy Inventory Analysis. Utilizing the Policy Inventory, develop a strategic plan of action for the review, revision, creation, update, etc. of policies and procedures which takes into consideration various factors/priorities such as necessity to business needs, age of policies, relevance of policies to current operations, redundancy of policies, etc. This Analysis shall result in a plan of action in which high priority policies and procedures as identified and agreed upon by OCAC, are revised/updated/drafted to the stage of submission.

c. Development and Revision of Policies. Develop new and revise current program/administrative/operational policies and procedures for COUNTY as requested. Such activity shall include consultation with applicable staff, counsel, Human Resource Services, Risk Management, or others as appropriate and authorized by COUNTY to develop and finalize policies and procedures for approval, implementation, training and distribution by COUNTY. Utilizing the Policy inventory Analysis, CONTRACT EMPLOYEE will revise/develop policies and procedures of high priority as identified and agreed upon by OCAC, to the stage of submission within the contract period.

d. OCAC Policy Administration. Development of a documented procedure, workflow, and applicable resources that will allow for the ongoing review, development, and creation of OCAC Policies by COUNTY staff.

2. California Public Records Act. 15% of CONTRACT EMPLOYEE services will be to provide professional support related to COUNTY compliance in receiving and responding to California Public Records Act (PRA) requests for COUNTY as requested. Consult with applicable staff, counsel, and others as appropriate and as authorized by COUNTY to gather, compile, and transmit potentially responsive records to the Custodian of Records for review, analysis, potential redaction, and release.

3. Project Management. Assist with managing special project as assigned and requested by COUNTY.

II. Location: CONTRACT EMPLOYEE shall personally provide the services required of him/her via remote work, with an occasional presence on COUNTY property as requested by COUNTY.

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Deliverables: Shall be measured based on completed work provided to COUNTY as requested. The COUNTY may provide dates for deliverables and the CONTRACT EMPLOYEE will work with the County to meet deliverable timelines.

All other terms and conditions contained in the CONTRACT shall remain unchanged and with full force and effect. Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

**Signature Page Follows**
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed Amendment One on the date written above:

SEAN FULTON, LLC*

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Date</th>
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<tbody>
<tr>
<td>Sean Fulton</td>
<td>Individual</td>
<td>7/26/2023</td>
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Signatures

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<tr>
<th>Signature</th>
<th>Name</th>
<th>Title</th>
<th>Date</th>
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COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

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<tr>
<th>Signature</th>
<th>Name</th>
<th>Title</th>
<th>Date</th>
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Deputy Purchasing Agent

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<tr>
<th>Signature</th>
<th>Name</th>
<th>Title</th>
<th>Date</th>
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APPROVED AS TO FORM:

County Counsel

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<tr>
<th>Name</th>
<th>Date</th>
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<tbody>
<tr>
<td>Carolyn Frost</td>
<td>7/26/2023</td>
</tr>
</tbody>
</table>

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.
This “Contract” is made and entered into as of the date fully executed by and between the County of Orange, OC Community Resources/OC Animal Care, a political subdivision of the State of California, with a place of business at 1630 Victory Rd, Tustin, CA 92782, hereinafter referred to as “County”, and Sean Fulton with a place of business at 9931 E. Tumbleweed Ave., Mesa, AZ, 85212, hereinafter referred to as “Contractor”, with County and Contractor, sometimes individually referred to as “Party” or collectively referred to as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated herein by this reference:

Attachment A- Scope of Work
Attachment B- Pricing, Compensation and Payment

RECITALS

WHEREAS, County and Contractor are entering into Contract MA-012-23010702 for the provision of Consulting Services; and

WHEREAS, the Contractor agrees that it is qualified and trained to perform Consulting Services; and

WHEREAS, the Contractor agrees to provide Consulting Services as further set forth in the Scope of Work attach hereto as Attachment A and incorporated herein; and

WHEREAS, the County agrees to pay the Contractor the fees as further set forth in Attachment B, Pricing, Compensation and Payment; and

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLES

I. GENERAL TERMS AND CONDITIONS

A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes, or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any
additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.

C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. Taxes: Intentionally left blank

E. Delivery: Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.

F. Acceptance Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Warranty: Acceptance of this order shall constitute an agreement upon Contractor’s part to indemnify, defend and hold County and its indemnities as identified in paragraph “Z” below, and as more fully described in paragraph “Z,” harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. Patent/Copyright Materials/Proprietary Infringement: Intentionally left blank

I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers’ compensation or other fringe benefits of any kind through County.

N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. **Insurance Requirements:** *Intentionally left blank*

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor’s performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor’s name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor’s employees, agents, and subcontractors associated with the provision of services provided under this Contract. The Contractor’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.

T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “Z” below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Freight:** *Intentionally left blank.*

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney’s fees, costs and expenses.

X. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1664) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. **Audits/Inspections:** *Intentionally left blank*

BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County’s Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. **Expenditure Limit:** *Intentionally left blank*

### II. ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Consulting Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as “Attachment A”.

2. **Term of Contract:** This Contract shall commence on January 19, 2023, through September 5, 2023, unless otherwise terminated by County in accordance with the terms of Section K – Termination.

2. **Term of Contract:** This Contract is extended from November 6, 2023, through November 5, 2024.

3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.

4. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

   a) Terminate the Contract immediately, pursuant to Section K herein;

   b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

   c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

   d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
5. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

6. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

7. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

8. **Disputes – Contract:**
   A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
      1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
      2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
   B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the provision of services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

   Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in section K herein.

9. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing
favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

10. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits of this Contract. In the event of a conflict between the Contract documents and any document(s) the Contractor may require to be signed (including, but not limited to, Contractor contract, agreement, and/or memorandum of understanding, etc), the order of precedence shall be the provisions of the Contract documents (i.e. the main body of this Contract, those provisions set forth in the recitals and articles of this Contract and then the attachments and exhibits of this Contract) and then the document(s) required to be signed by the Contractor.

11. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

**Contractor:** Sean Fulton  
9931 E. Tumblewood, Ave.  
Mesa, AZ 85212  
Contact: Sean Fulton  
Phone: 760-630-9230  
Email: Kajealba@hotmail.com

**County:** OC Animal Care  
1630 Victory Rd,  
Tustin, CA 92782  
Contact: Andi Bernard, Monica Schmidt  
Phone: 714-796-6414  
Email: Andi.Bernard@occr.ocgov.com, Monica.Schmidt@occr.ocgov.com

**Assigned DPA:** OC Community Resources  
601 N Ross St, 6th Floor  
Santa Ana, CA 92701  
DPA: Isela Martinez  
Phone: 714-480-2885  
Email: Isela.Martinez@occr.ocgov.com
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

SEAN FULTON *

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following 1) the Chairman of the Board 2) the President 3) any Vice President.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Sean Fulton
Print Name
Signature
Date

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

** ISELA MARTINEZ **

COUNTY OF ORANGE, a political subdivision of the State of California

Print Name
Title
Signature
Date

Isela Martinez
Deputy Purchasing Agent
Print Name
Title
Signature
Date

************************************************************************************

County of Orange
OCCR / OC Animal Care
Consulting Services

MA-012-23010702
FF #2353305
ATTACHMENT A

SCOPE OF WORK

1. **Professional Services:** The CONTRACT EMPLOYEE will be responsible for a range of professional service projects and work as requested by the COUNTY under the classification of Administrative Manager I. The CONTRACT EMPLOYEE agrees that, he/she shall perform in accordance with this Agreement the following duties and obligations to the best of his/her ability.

The duties and obligations will include, but are not limited to the following:

1. **Policies and Procedures.** 85% of CONTRACT EMPLOYEE services will be to provide professional services for the analysis of current policies and procedures and the development/update/revisions for COUNTY as requested.
   a. **Policy Inventory.** Develop and maintain an OCAC Policy Inventory that documents all OCAC policies and procedures and includes critical administrative information such as, but not limited to, policy number, policy title, approval date, effective date, revision date, review frequency, policy owner, and date of last review.
   b. **Policy Inventory Analysis.** Utilizing the Policy Inventory, develop a strategic plan of action for the review, revision, creation, update, etc. of policies and procedures which takes into consideration various factors/priorities such as necessity to business needs, age of policies, relevance of policies to current operations, redundancy of policies, etc. This Analysis shall result in a plan of action in which high priority policies and procedures as identified and agreed upon by OCAC, are revised/updated/drafted to the stage of submission.
   c. **Development and Revision of Policies.** Develop new and revise current program/administrative/operational policies and procedures for COUNTY as requested. Such activity shall include consultation with applicable staff, counsel, Human Resource Services, Risk Management, or others as appropriate and authorized by COUNTY to develop and finalize policies and procedures for approval, implementation, training and distribution by COUNTY. Utilizing the Policy inventory Analysis, CONTRACT EMPLOYEE will revise/develop policies and procedures of high priority as identified and agreed upon by OCAC, to the stage of submission within the contract period.
   d. **OCAC Policy Administration.** Development of a documented procedure, workflow, and applicable resources that will allow for the ongoing review, development, and creation of OCAC Policies by COUNTY staff.

a. **Training Materials.** As directed, conduct research and analysis to identify training needs of various sections of the assignment and present such recommendations to COUNTY. Work with applicable staff, counsel, Human Resource Services, or others as appropriate and authorized by COUNTY, to develop training materials as directed.

c. **Recruitment and Retention.** Facilitate recruitments as deemed necessary by the County including, but not limited to, creating job flyers, developing interview and recruitment questions, coordinating panel members, checking references, conducting
interviews, and responding to questions. Assist with the development of succession planning and building necessary redundancy into operational practices.

e. **Staff Development.** Provide staff coaching, training, and mentoring services specialized to the animal control and municipal shelter environment as directed by COUNTY.

2. California Public Records Act. **15% of CONTRACT EMPLOYEE services will be to provide professional support related to COUNTY compliance in receiving and responding to California Public Records Act (PRA) requests for COUNTY as requested.** Consult with applicable staff, counsel, and others as appropriate and as authorized by COUNTY to gather, compile, and transmit potentially responsive records to the Custodian of Records for review, analysis, potential redaction, and release.

g. **Administrative and other Professional Services.** Provide administrative and operational program service expertise as requested by COUNTY including but not limited to: operational and organizational assessments, data analysis, evaluating and validating operational reports, program development, providing subject matter expertise related to current and past shelter and animal control practices, coordinating information sharing between various parties (such as the District Attorney and veterinary staff), and staff/management assessments.

3. Project Management. Assist with managing special project as assigned and requested by COUNTY.

I. **Location:** CONTRACT EMPLOYEE shall personally provide the services required of him/her via remote work, with an occasional presence on COUNTY property as requested by COUNTY.

II. **Availability:** To ensure adequate availability and accessibility, CONTRACT EMPLOYEE will maintain regular working hours and availability, as agreed upon by the COUNTY and CONTRACT EMPLOYEE. If CONTRACT EMPLOYEE will be unavailable on a given date or date range, time off shall be requested with COUNTY in advance when practicable.

III. **Deliverables:** Shall be measured based on completed work provided to COUNTY as requested. The COUNTY may provide dates for deliverables and the CONTRACT EMPLOYEE will work with the County to meet deliverable timelines.
ATTACHMENT B

PRICING, COMPENSATION AND PAYMENT

I. Compensation: This is an all-inclusive, firm fixed-price usage Contract between the County and Contractor for Consulting Services as specified in ATTACHMENT A - Scope of Work.

The Contractor agrees to accept the specified compensation, as set forth in this Contract as full remuneration for performing all services called for, and for any reasonably unforeseen difficulties which may arise or be encountered in the execution of services. The Contractor assumes all risks connected with the services and responsibility for performance of all its duties and obligations hereunder.

Schedule of Fees: County shall pay the following fees in accordance with the provisions of this Contract. Payment of Contractor's invoices shall be as follows:

- $57.92 hourly rate

Total contract amount not to exceed $75,000 207,000.

Total contract amount above includes 10% Contingency.

II. Firm Discount and Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

III. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

IV. Payment Terms – Invoices/Payment in Arrears: Invoices are to be submitted in arrears as specified under Section VII – “Billing Instructions”, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. If invoice(s) submitted prior to execution of Contract, County will input Contract number on invoice(s) received. Payment will be net 30 days, unless otherwise directed in this Contract, after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

V. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
VI. **Billing Instructions:** The Contractor will provide an invoice on the contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address, if different from 1, above
3. Name of County agency/department codes
4. Agency/department address
5. Contract Number – **MA-012-23010702**
6. Federal Tax I.D. Number
7. Date of service
8. Service Description
9. Total

**Billing Address:** All invoices shall be billed to:

OC Community Resources  
Attn: Accounts Payable  
601 N Ross Street, 6th Floor  
Santa Ana, CA 92706

VII. **Payment (Electronic Funds Transfer (EFT)):**

The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in the Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.
CONTRACT NUMBER MA-012-23010702
CONSULTANTING SERVICES

This “Contract” is made and entered into as of the date fully executed by and between the County of Orange, OC Community Resources/OC Animal Care, a political subdivision of the State of California, with a place of business at 1630 Victory Rd, Tustin, CA 92782, hereinafter referred to as “County”, and Sean Fulton with a place of business at 9931 E. Tumbleweed Ave., Mesa, AZ, 85212, hereinafter referred to as “Contractor”, with County and Contractor, sometimes individually referred to as “Party” or collectively referred to as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated herein by this reference:

Attachment A- Scope of Work
Attachment B- Pricing, Compensation and Payment

RECITALS

WHEREAS, County and Contractor are entering into Contract MA-012-23010702 for the provision of Consulting Services; and

WHEREAS, the Contractor agrees that it is qualified and trained to perform Consulting Services; and

WHEREAS, the Contractor agrees to provide Consulting Services as further set forth in the Scope of Work attach hereto as Attachment A and incorporated herein; and

WHEREAS, the County agrees to pay the Contractor the fees as further set forth in Attachment B, Pricing, Compensation and Payment; and

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLES

I. GENERAL TERMS AND CONDITIONS

A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes, or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any
additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.

C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. **Taxes:** *Intentionally left blank*

E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.

F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. **Warranty:** Acceptance of this order shall constitute an agreement upon Contractor’s part to indemnify, defend and hold County and its indemnities as identified in paragraph “Z” below, and as more fully described in paragraph “Z,” harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. **Patent/Copyright Materials/Proprietary Infringement:** *Intentionally left blank*

I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers’ compensation or other fringe benefits of any kind through County.

N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. **Insurance Requirements:** *Intentionally left blank*

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor’s performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor’s name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor’s employees, agents, and subcontractors associated with the provision of services provided under this Contract. The Contractor’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.

T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “Z” below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Freight:** Intentionally left blank.

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney’s fees, costs and expenses.

X. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. **Audits/Inspections:** *Intentionally left blank*

BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County’s Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. **Expenditure Limit:** *Intentionally left blank*

II. ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Consulting Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as “Attachment A”.

2. **Term of Contract:** This Contract shall commence on January 19, 2023, through September 5, 2023, unless otherwise terminated by County in accordance with the terms of Section K—Termination.

2. **Term of Contract:** This Contract is extended for September 6, 2023, through November 5, 2024.

3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.

4. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

   a) Terminate the Contract immediately, pursuant to Section K herein;
   b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
   c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
   d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
5. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

6. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

7. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

8. **Disputes – Contract:**

   A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

   1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

   2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

   B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the provision of services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

   Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in section K herein.

9. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing
favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

10. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits of this Contract. In the event of a conflict between the Contract documents and any document(s) the Contractor may require to be signed (including, but not limited to, Contractor contract, agreement, and/or memorandum of understanding, etc), the order of precedence shall be the provisions of the Contract documents (i.e. the main body of this Contract, those provisions set forth in the recitals and articles of this Contract and then the attachments and exhibits of this Contract) and then the document(s) required to be signed by the Contractor.

11. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

**Contractor:**
Sean Fulton  
9931 E. Tumblewood, Ave.  
Mesa, AZ 85212  
Contact: Sean Fulton  
Phone: 760-630-9230  
Email: Kajealba@hotmail.com

**County:**
OC Animal Care  
1630 Victory Rd,  
Tustin, CA 92782  
Contact: Andi Bernard, Monica Schmidt  
Phone: 714-796-6414-714-796-6414  
Email: Andi.Bernard@occr.ocgov.com, Monica.Schmidt@occr.ocgov.com

**Assigned DPA:**
OC Community Resources  
601 N Ross St, 6th Floor  
Santa Ana, CA 92701  
DPA: Isela Martinez  
Phone: 714-480-2885  
Email: Isela.Martinez@occr.ocgov.com
- Signature Page Follows -
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

SEAN FULTON *

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following 1) the Chairman of the Board 2) the President 3) any Vice President.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Sean Fulton
Print Name  Title

Signature  Date

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer: d) Assistant Treasurer.

Print Name  Title

Signature  Date

******************************************************************************

COUNTY OF ORANGE, a political subdivision of the State of California

Isela Martinez  Deputy Purchasing Agent
Print Name  Title

Signature  Date

County of Orange  MA-012-23010702  Page 9 of 13
OCCR / OC Animal Care  Consulting Services  FF #2353305
ATTACHMENT A

SCOPE OF WORK

I. Professional Services: The CONTRACT EMPLOYEE will be responsible for a range of professional service projects and work as requested by the COUNTY under the classification of Administrative Manager I. The CONTRACT EMPLOYEE agrees that, he/she shall perform in accordance with this Agreement the following duties and obligations to the best of his/her ability.

The duties and obligations will include, but are not limited to the following:

1. Policies and Procedures. **85% of CONTRACT EMPLOYEE services will be to provide professional services for the analysis of current policies and procedures and the development/update/revisions** for COUNTY as requested.

   a. **Policy Inventory.** Develop and maintain an OCAC Policy Inventory that documents all OCAC policies and procedures and includes critical administrative information such as, but not limited to, policy number, policy title, approval date, effective date, revision date, review frequency, policy owner, and date of last review.

   b. **Policy Inventory Analysis.** Utilizing the Policy Inventory, develop a strategic plan of action for the review, revision, creation, update, etc. of policies and procedures which takes into consideration various factors/priorities such as necessity to business needs, age of policies, relevance of policies to current operations, redundancy of policies, etc. This Analysis shall result in a plan of action in which high priority policies and procedures as identified and agreed upon by OCAC, are revised/updated/drafted to the stage of submission.

   c. **Development and Revision of Policies.** Develop new and revise current program/administrative/operational policies and procedures for COUNTY as requested. Such activity shall include consultation with applicable staff, counsel, Human Resource Services, Risk Management, or others as appropriate and authorized by COUNTY to develop and finalize policies and procedures for approval, implementation, training and distribution by COUNTY. Utilizing the Policy Inventory Analysis, CONTRACT EMPLOYEE will revise/develop policies and procedures of high priority as identified and agreed upon by OCAC, to the stage of submission within the contract period.

   d. **OCAC Policy Administration.** Development of a documented procedure, workflow, and applicable resources that will allow for the ongoing review, development, and creation of OCAC Policies by COUNTY staff.

   a. **Training Materials.** As directed, conduct research and analysis to identify training needs of various sections of the assignment and present such recommendations to COUNTY. Work with applicable staff, counsel, Human Resource Services, or others as appropriate and authorized by COUNTY, to develop training materials as directed.

   c. **Recruitment and Retention.** Facilitate recruitments as deemed necessary by the County including, but not limited to, creating job flyers, developing interview and recruitment questions, coordinating panel members, checking references, conducting interviews, and responding to questions. Assist with the development of succession planning and building necessary redundancy into operational practices.
c. **Staff Development.** Provide staff coaching, training, and mentoring services specialized to the animal control and municipal shelter environment as directed by COUNTY.

2. **California Public Records Act.** 15% of CONTRACT EMPLOYEE services will be to provide professional support related to COUNTY compliance in receiving and responding to California Public Records Act (PRA) requests for COUNTY as requested. Consult with applicable staff, counsel, and others as appropriate and as authorized by COUNTY to gather, compile, and transmit potentially responsive records to the Custodian of Records for review, analysis, potential redaction, and release.

   g. **Administrative and other Professional Services.** Provide administrative and operational program service expertise as requested by COUNTY including but not limited to: operational and organizational assessments, data analysis, evaluating and validating operational reports, program development, providing subject matter expertise related to current and past shelter and animal control practices, coordinating information sharing between various parties (such as the District Attorney and veterinary staff), and staff/management assessments.

3. **Project Management.** Assist with managing special project as assigned and requested by COUNTY.

   I. **Location:** CONTRACT EMPLOYEE shall personally provide the services required of him/her via remote work, with an occasional presence on COUNTY property as requested by COUNTY.

   II. **Availability:** To ensure adequate availability and accessibility, CONTRACT EMPLOYEE will maintain regular working hours and availability, as agreed upon by the COUNTY and CONTRACT EMPLOYEE. If CONTRACT EMPLOYEE will be unavailable on a given date or date range, time off shall be requested with COUNTY in advance when practicable.

   III. **Deliverables:** Shall be measured based on completed work provided to COUNTY as requested. The COUNTY may provide dates for deliverables and the CONTRACT EMPLOYEE will work with the County to meet deliverable timelines.
ATTACHMENT B
PRICING, COMPENSATION AND PAYMENT

I. **Compensation:** This is an all-inclusive, firm fixed-price usage contract between the County and Contractor for Consulting Services as specified in ATTACHMENT A-Scope of Work.

The Contractor agrees to accept the specified compensation, as set forth in this Contract as full remuneration for performing all services called for, and for any reasonably unforeseen difficulties which may arise or be encountered in the execution of services. The Contractor assumes all risks connected with the services and responsibility for performance of all its duties and obligations hereunder.

**Schedule of Fees:** County shall pay the following fees in accordance with the provisions of this Contract. Payment of Contractor’s invoices shall be as follows:

- $57.92 hourly rate

**Total contract amount not to exceed $75,000.**

Total contract amount above includes 10% Contingency.

II. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

III. **Contractor’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

IV. **Payment Terms – Invoices/Payment in Arrears:** Invoices are to be submitted in arrears as specified under Section VII – “Billing Instructions”, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. If invoice(s) submitted prior to execution of Contract, County will input Contract number on invoice(s) received. Payment will be net 30 days, unless otherwise directed in this Contract, after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

V. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
VI. **Billing Instructions:** The Contractor will provide an invoice on the contractor’s letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor’s name and address
2. Contractor’s remittance address, if different from 1, above
3. Name of County agency/department codes
4. Agency/department address
5. Contract Number – **MA-012-23010702**
6. Federal Tax I.D. Number
7. Date of service
8. Service Description
9. Total

**Billing Address:** All invoices shall be billed to:

OC Community Resources  
Attn: Accounts Payable  
601 N Ross Street, 6th Floor  
Santa Ana, CA 92706

VII. **Payment (Electronic Funds Transfer (EFT)):**

The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in the Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.
Contract Summary Form
OC Expediter Requisition #: 1622372
Sean Fulton

SUMMARY OF SIGNIFICANT CHANGES

1. Term: Contract term extended one year, effective upon Board approval, through November 5, 2024.
2. Costs: Increase the Contract not-to-exceed amount from $75,000 to $207,000.
3. Scope of Work: Revised such that 85% of contract employee services will be to provide professional services for the analysis of current policies and procedures and the development/update/revision for County as requested, and 15% of contract employee services will be to provide professional support related to County compliance in receiving and responding to California Public Records Act requests for County as requested.

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

N/A
Contract Summary Form
OC Expediter Requisition #: 1622372
Sean Fulton

SUMMARY OF SIGNIFICANT CHANGES

1. Term: Contract term extended one year, from September 6, 2023 effective upon Board approval, through November 5, 2024.
2. Costs: Increase the Contract not-to-exceed amount from $75,000 to $207,000.
3. Scope of Work: Revised such that 85% of contract employee services will be to provide professional services for the analysis of current policies and procedures and the development/update/revision for County as requested, and 15% of contract employee services will be to provide professional support related to County compliance in receiving and responding to California Public Records Act requests for County as requested.

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

N/A
Revision to ASR and/or Attachments

Date: 9/8/2023
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Frank Kim, County Executive Officer
Re: ASR Control #: 23-000071, Meeting Date 9/12/23, Item No. # 28
Subject: Grant Applications/Awards Report

Explanation:

Please revise Attachment A, page 10 of the Grants Report: Recommended Action 2 to read as follows:

Adopt the attached resolution and authorize the Director of OC Public Works Department, or designee, to negotiate and execute a Grant Agreement with the California Department of Water Resources, and to approve minor amendments and minor modifications to the Grant Agreement.

☐ Revised Recommended Action(s)

☐ Make modifications to the:

☐ Subject ☐ Background Information ☐ Summary ☐ Financial Impact

☒ Revised Attachments (attach revised attachment(s) and redlined copy(s))

Attachment A – page 10
<table>
<thead>
<tr>
<th><strong>GRANT APPLICATION / GRANT AWARD</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Today's Date:</strong> 9/01/2023</td>
</tr>
<tr>
<td><strong>Requesting Agency/Department:</strong> OC Public Works</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong> County Drought Resilience Planning 2023 Grants Orange County Domestic Well Drought Resilience Plan</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong> CA Department of Water Resources (DWR) Small Community Drought Relief Program</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong> $125,000</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong> Continuous until 12/29/23, first-come, first-served basis</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong> N/A</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong> N/A</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong> N/A</td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award? No</strong></td>
</tr>
<tr>
<td><strong>(If yes, attach memo to CEO)</strong></td>
</tr>
<tr>
<td><strong>Reurrence of Grant:</strong> ( \text{New} ) ( \text{Recurent} ) ( \text{Other} ) ( \text{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> N/A</td>
</tr>
<tr>
<td><strong>Does this grant require CEQA findings?</strong> ( \text{Yes} ) ( \text{No} )</td>
</tr>
<tr>
<td><strong>What Type of Grant is this?</strong> ( \text{Competitive} )</td>
</tr>
<tr>
<td><strong>County Match?</strong> ( \text{Yes} ) ( \text{Amount} ____ ___ % ) ( \text{No} )</td>
</tr>
<tr>
<td><strong>How will the County Match be Fulfilled?</strong> N/A</td>
</tr>
<tr>
<td><strong>Will the grant/program create new part or full-time positions?</strong> No</td>
</tr>
<tr>
<td><strong>Purpose of Grant Funds:</strong> 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>
<tr>
<td><strong>Board Resolution Required?</strong> Yes ( \text{No} )</td>
</tr>
<tr>
<td><strong>Deputy County Counsel Name:</strong> Julia Woo</td>
</tr>
</tbody>
</table>

The purpose of the County Drought Resilience Planning 2023 Grants is to provide funding for Counties to comply with Senate Bill (SB) 552. Per Senate Bill (SB) 552, counties are required to establish a drought and water shortage task force and develop a drought and water shortage emergency response and long-term mitigation plan for domestic wells and state small water systems (serving 4-14 connections) [CWC Section 10609.70]. To be eligible for funding, activities must be designed to support the establishment of a standing drought task force or development of the County Drought Resilience Plan. The County's Task Force has been established and a draft Orange County Domestic Well Drought Resilience Plan has been developed. Grant funds are being sought to provide consultant support to review and update the draft plan per recent guidance from the Department of Water Resources (DWR).
### Recommended Action/Special Instructions
(Please specify below)

1. Authorize the Director of OC Public Works, or designee, to submit, on behalf of the County of Orange, a grant application for the County Drought Resilience Planning 2023, a Sub-Program of the Small Community Drought Relief Program from the California Department of Water Resources, for an amount of $125,000, to fund development and updates to the Drought Resilience Plan; and

2. **Adopt the attached resolution and** Authorize the Director of OC Public Works Department, or designee, to negotiate and execute a Grant Agreement with the California Department of Water Resources, and to approve minor amendments and minor modifications to the Grant Agreement.

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

| Amanda Carr, Deputy Director, OC Environmental Resources |
| 714-955-0601, amanda.carr@ocpw.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:

| Amanda Carr, Deputy Director, OCPW |
| Kevin Onuma, County Engineer, OCPW |
| James Treadaway, Director, OCPW |
AGENDA STAFF REPORT

MEETING DATE: 09/12/23
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</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 Votes Board Majority</td>
</tr>
</tbody>
</table>

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

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

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

Levine Act Review Completed: N/A

Prior Board Action: N/A

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

1. Approve Grant Application and Adopt Resolution – County Executive Office – Emergency Solutions Grants (ESG) Program – $1,220,802
2. Approve Grant Application – Health Care Agency – Public Health Crisis Response Cooperative Agreement – $5,000,000
3. Approve Grant Application and Adopt Resolution – OC Public Works – County Drought Resilience Planning 2023 – $125,000
4. Approve Grant Application and Adopt Resolution – OC Public Works – Stream Flow Enhancement Program – $3,573,000
5. Approve Grant Award – OC Public Works – Measure M2 Comprehensive Transportation Funding Programs Environmental Cleanup Program Tier 1 – $500,000
6. Approve Grant Award – Sheriff Coroner – FY 23-24 Drug Prevalence in DUI Drivers – $141,940
<table>
<thead>
<tr>
<th></th>
<th>Approve Grant Award – Sheriff Coroner – Emergency Management Performance Grant – $937,117</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.</td>
<td>Approve Grant Award – Sheriff Coroner – 2022 Homeland Security Grant Program (HSGP) – $3,091,412</td>
</tr>
<tr>
<td>9.</td>
<td>Approve Grant Award – Sheriff Coroner – CalAIM PATH Justice-Involved Capacity Building – $5,003,536</td>
</tr>
<tr>
<td>10.</td>
<td>Approve Grant Award and Adopt Resolution – District Attorney – Automobile Insurance Fraud Program – $ 1,004,845</td>
</tr>
<tr>
<td>11.</td>
<td>Approve Retroactive Grant Award – OC Community Resources – Library and Civic Engagement – $250,000</td>
</tr>
<tr>
<td>12.</td>
<td>Approve Retroactive Grant Award – OC Community Resources – Housing Choice Voucher Program – $1,394,748</td>
</tr>
</tbody>
</table>

**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 - Emergency Solutions Resolution
Attachment B - County Drought Resilience Resolution
Attachment B - Stream Flow Enhancement Resolution
Attachment B - Automobile Insurance Fraud 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 September 12, 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 Grant Application and Adopt Resolution – County Executive Office – Emergency Solutions Grants (ESG) Program – $1,220,802

2. Approve Grant Application – Health Care Agency – Public Health Crisis Response Cooperative Agreement – $5,000,000

3. Approve Grant Application and Adopt Resolution – OC Public Works – County Drought Resilience Planning 2023 – $125,000

4. Approve Grant Application and Adopt Resolution – OC Public Works – Stream Flow Enhancement Program – $3,573,000

5. Approve Grant Award – OC Public Works – Measure M2 Comprehensive Transportation Funding Programs Environmental Cleanup Program Tier 1 – $500,000

6. Approve Grant Award – Sheriff Coroner – FY 23-24 Drug Prevalence in DUI Drivers – $141,940

7. Approve Grant Award – Sheriff Coroner – Emergency Management Performance Grant – $937,117

8. Approve Grant Award – Sheriff Coroner – 2022 Homeland Security Grant Program (HSGP) – $3,091,412

9. Approve Grant Award – Sheriff Coroner – CalAIM PATH Justice-Involved Capacity Building – $5,003,536
10. Approve Grant Award and Adopt Resolution – District Attorney – Automobile Insurance Fraud Program – $1,004,845

11. Approve Retroactive Grant Award – OC Community Resources – Library and Civic Engagement – $250,000

12. Approve Retroactive Grant Award – OC Community Resources – Housing Choice Voucher Program – $1,394,748


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.
### GRANT APPLICATION / GRANT AWARD

<table>
<thead>
<tr>
<th>Today’s Date:</th>
<th>September 5, 2023</th>
</tr>
</thead>
</table>
| Requesting Agency/Department: | County Executive Office  
Office of Care Coordination |
| Grant Name and Project Title: | State of California  
Emergency Solutions Grants (ESG) Program |
| Sponsoring Organization/Grant Source: | State of California Department of Housing and Community Development |
| Application Amount Requested: | $1,220,802 |
| Application Due Date: | October 16, 2023 |
| Board Date when Board Approved this Application: | Not Applicable |
| Awarded Funding Amount: | Not Applicable |
| Notification Date of Funding Award: | Not Applicable |
| Is this an Authorized Retroactive Grant Application/Award? | No. |

#### Recurrence of Grant
- New
- Recurrent ☑
- Other Explain:
- Each allocation is a new grant award.  
The previous grants awarded were  
2018: $584,187  
2019: $605,188  
2020: $640,283  
2021: $722,320  
2022: $641,733

#### Does this grant require CEQA findings?
- Yes
- No ☑

#### What Type of Grant is this?
- Competitive
- Other Type Explain:  
State designated Administrative Entity.

#### County Match?
- Yes Amount: 100%
- No

#### How will the County Match be Fulfilled?
(Include the specific budget)
100% of the match amount will be required of sub-recipients and may include existing County contracts with non-federal funds.

#### 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 State of California Emergency Solutions Grants (ESG) Program provides funding to (1) engage individuals and families experiencing homelessness, (2) improve the quality of emergency shelters for individuals and families experiencing homelessness, (3) help operate the emergency shelters, (4) provide essential services to shelter residents, (5) rapidly re-housing individuals and families experiencing homelessness; and (6) prevent families/individuals from becoming homeless.

On March 30, 2016, the State Department of Housing and Community Development (HCD) approved the County of Orange (County), in collaboration with the Orange County Continuum of Care Board, as the Administrative Entity (AE) for the allocation of ESG funding.

On August 15, 2023, HCD announced the release of the 2023 ESG Program Notice of Funding Availability (NOFA) for the Continuum of Care allocation with an allocation amount of $610,401 to Orange County Continuum of Care. This allocation includes the County retaining 10% for grant administration and 90% for homeless service eligible
activities such as rapid rehousing, emergency shelter, and homeless prevention. The NOFA provides documentation requirements for AEs approved to administer 2023 ESG program funding. AEs are required to submit an authorizing resolution from the AE’s Governing Board with the grant application. The NOFA and related instructions recommended applicants list an application amount to be at least double what is expected to receive as award amounts are frequently recalculated and are subject to change.

Applications, including the authorizing resolutions for the AE’s Governing Board, are due to HCD no later than October 16, 2023. The County Executive Office (CEO) plans to apply for this funding in response to the 2023 NOFA. As such, CEO is asking the Board of Supervisors (Board) authorization to apply for the ESG Program NOFA in the amount of $1,220,802 and adopt the attached resolution to this grant application.

<table>
<thead>
<tr>
<th>Board Resolution Required? (Please attach document to eForm)</th>
<th>Yes ☒</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)</td>
<td>Brittany McLean</td>
<td></td>
</tr>
</tbody>
</table>

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

1. Authorize the County Executive Office to submit a grant application to the State of California Department of Housing and Community Development for the Emergency Solutions Grants funds in the amount of $1,220,802.

2. Adopt the Resolution attached and authorize thereby the Director of Care Coordination or designee to execute the Emergency Solutions Grants Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Emergency Solutions Grants Program or grant award.

**Department Contact:**

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

Douglas Becht  
Director of Care Coordination  
County Executive Office  
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
RESOLUTION NO. -

RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2023-2024 FUNDING YEAR OF THE STATE ESG PROGRAM, CONTINUUM OF CARE ALLOCATION NOFA.

A necessary quorum and majority of the Orange County Board of Supervisors of the County of Orange ("Applicant") hereby consent to, adopt and ratify the following resolution:

A. WHEREAS the State of California (the “State”), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability (“NOFA”) for the Continuum of Care Allocation dated August 15, 2023, under the Emergency Solutions Grants (ESG) Program (Program, or ESG Program); and

B. WHEREAS the Applicant is an approved state ESG Administrative Entity

NOW, THEREFORE, BE IT RESOLVED by the Orange County Board of Supervisors that:

Applicant by the Orange County Continuum of Care under the Continuum of Care Allocation and is hereby authorized and directed to receive an ESG grant, in an amount not to exceed $1,220,802 in accordance with all applicable rules and laws; and

The Department may approve funding allocations for the ESG Program, subject to the terms and conditions of the NOFA, Program regulations, and the Standard Agreement. The Applicant acknowledges compliance with all state and federal public participation requirements in the development of its applications; and

If applicant receives a grant of ESG funds from the Department pursuant to the above referenced ESG NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the ESG Program, as well as any and all other contracts Applicant may have with the Department; and

The Applicant hereby authorizes and directs the Director of Care Coordination, or designee*, to execute and deliver all applications and act on the Applicant’s behalf in all matters pertaining to all such applications; and

If an application is approved, the Director of Care Coordination, or designee*,
authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

If an application is approved, the Director of Care Coordination, or designee*, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the Orange County Board of Supervisors of the County of Orange held on __________, by the following vote:

AYES: _____ NOES: _____
ABSENT: _____ ABSTAIN: _____

____________________________
Donald P. Wagner, Chairman
Orange County Board of Supervisors

STATE OF CALIFORNIA
County of Orange

I, Robin Stieler, Clerk of the Orange County Board of Supervisors, County of Orange, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council/Board of Supervisors on this ____ day of __________, 2023.

____________________________
Robin Stieler, Clerk of the Board, County of Orange, State of California

By: ____________________________
    Robin Stieler, Clerk of the Board

Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.
**CEO-Legislative Affairs Office**  
**Grant Authorization eForm**

<table>
<thead>
<tr>
<th><strong>GRANT APPLICATION / ☐ GRANT AWARD</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Today’s Date:</strong> August 21, 2023</td>
</tr>
<tr>
<td><strong>Requesting Agency/Department:</strong> Health Care Agency</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong> Public Health Crisis Response Cooperative Agreement</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong> Department of Health and Human Services Centers for Disease Control - CSELS</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong> $5,000,000 – 5 Years</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong> September 30, 2023</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong> N/A</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong> N/A</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong> N/A</td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award? No</strong></td>
</tr>
<tr>
<td><strong>(If yes, attach memo to CEO)</strong></td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong></td>
</tr>
<tr>
<td><strong>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</strong> N/A</td>
</tr>
<tr>
<td><strong>Does this grant require CEQA findings?</strong></td>
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<tr>
<td><strong>What Type of Grant is this?</strong></td>
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<tr>
<td><strong>County Match?</strong></td>
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<tr>
<td><strong>How will the County Match be Fulfilled?</strong></td>
</tr>
<tr>
<td><strong>(Please include the specific budget)</strong></td>
</tr>
<tr>
<td><strong>Will the grant/program create new part or full-time positions?</strong></td>
</tr>
<tr>
<td><strong>Purpose of Grant Funds:</strong> 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>

Department of Health and Human Services Centers for Disease Control (CDC) seeks to enhance the nation’s ability to rapidly mobilize, surge, and respond to public health emergencies (PHEs) as identified by CDC by establishing a roster of approved but unfunded (ABU) applicants that may receive rapid funding to respond to PHEs of such magnitude, complexity, or significance that they would have an overwhelming impact upon, and exceed resources available to, the jurisdictions.

CDC will make funding related to this Notice of Funding Opportunity (NOFO) available once it has determined a public health emergency exists or is considered imminent and will be contingent upon the availability and stipulations of appropriations. This funding may be used to re-establish capacity lost or diminished because of the public health crisis. It is designed to support the surge needs of existing programs responding to a significant PHE. The NOFO also provides funding for specialized public health emergency response activities tailored to the specific public health crisis. CDC will provide supplemental guidance to entities on the Approved but Unfunded (ABU) list when this NOFO is activated regarding specific activities intended to address the emergency.

HCA anticipates returning to the Board for approval to accept funding if awarded.
| Board Resolution Required?  
(Please attach document to eForm) | Yes ☐ No ☒ |
|-----------------------------------|------------|
| Deputy County Counsel Name:  
(Please list the Deputy County Counsel that approved the Resolution) | N/A |
| **Recommended Action/Special Instructions**  
(Please specify below) | The Health Care Agency requests that the Board of Supervisors approve the Recommended Action authorizing the Agency to apply for this grant award, and delegate authority to the Health Care Agency Director or designee to execute the application and any forms needed for this application. 

Authorize the Health Care Agency Director or designee to execute such future amendments to the application referenced above that do not change the application amount by more than 10% of the original amount and/or make immaterial changes to the scope of work. |
| **Department Contact:** | Regina Chinsio-Kwong, DO, 714 834-2729, rchinsiokwong@ochca.com |
| **Name of the individual attending the Board Meeting:** | Debra Baetz, Interim Agency Director |
### Grant Application

**Today's Date:** 9/01/2023  
**Requesting Agency/Department:** OC Public Works  
**Grant Name and Project Title:** County Drought Resilience Planning 2023 Grants Orange County Domestic Well Drought Resilience Plan  
**Sponsoring Organization/Grant Source:** CA Department of Water Resources (DWR) Small Community Drought Relief Program  
**Application Amount Requested:** $125,000  
**Application Due Date:** Continuous until 12/29/23, first-come, first-served basis  
**Board Date when Board Approved this Application:** N/A  
**Awarded Funding Amount:** N/A  
**Notification Date of Funding Award:** N/A  
**Is this an Authorized Retroactive Grant Application/Award?** No  
(If yes, attach memo to CEO)  
**Recurrence of Grant:** New ☒  
**If this is a recurring grant, please list the funding amount applied for and awarded in the past:** N/A  
**Does this grant require CEQA findings?** Yes ☐  
No ☒  
**What Type of Grant is this?**  
Competitive ☐  
Other Type ☐  
Explain: non-competitive planning grant up to $125,000 to reimburse eligible planning expenses  
**County Match?**  
Yes ☐  
Amount _____ or _____ %  
No ☒  
**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  
**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.  

The purpose of the County Drought Resilience Planning 2023 Grants is to provide funding for Counties to comply with Senate Bill (SB) 552. Per Senate Bill (SB) 552, counties are required to establish a drought and water shortage task force and develop a drought and water shortage emergency response and long-term mitigation plan for domestic wells and state small water systems (serving 4-14 connections) [CWC Section 10609.70]. To be eligible for funding, activities must be designed to support the establishment of a standing drought task force or development of the County Drought Resilience Plan. The County's Task Force has been established and a draft Orange County Domestic Well Drought Resilience Plan has been developed. Grant funds are being sought to provide consultant support to review and update the draft plan per recent guidance from the Department of Water Resources (DWR).  

**Board Resolution Required?**  
(Please attach document to eForm) Yes ☒  
No ☐  
**Deputy County Counsel Name:** Julia Woo
### Recommended Action/Special Instructions

(Please specify below)

1. Authorize the Director of OC Public Works, or designee, to submit, on behalf of the County of Orange, a grant application for the County Drought Resilience Planning 2023, a Sub-Program of the Small Community Drought Relief Program from the California Department of Water Resources, for an amount of $125,000, to fund development and updates to the Drought Resilience Plan; and

2. Authorize the Director of OC Public Works Department, or designee, to negotiate and execute a Grant Agreement with the California Department of Water Resources, and to approve minor amendments and minor modifications to the Grant Agreement.

### Department Contact:

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

| Amanda Carr, Deputy Director, OC Environmental Resources |
| 714-955-0601; amanda.carr@ocpw.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:

| Amanda Carr, Deputy Director, OCPW |
| Kevin Onuma, County Engineer, OCPW |
| James Treadaway, Director, OCPW |
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

September 12, 2023

WHEREAS, in accordance with the requirements of California Water Code section 10609.70 (“SB 552”), the County of Orange established, in January 2022, a task force to address drought impacts to small domestic water wells, and developed the Orange County Domestic Well Drought Resilience Plan (“Drought Resilience Plan”);

WHEREAS, the Drought Resilience Plan is currently being implemented in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies;

WHEREAS, the California Department of Water Resources (“DWR”) has a grant program called County Drought Resilience Planning 2023 Grants, to provide grants for costs incurred by counties to comply with the requirements of SB 552;

WHEREAS, the County of Orange desires to obtain grant funding to support development and updates to its Drought Resilience Plan in accordance with guidance from DWR, and to develop plan elements required under SB 552;

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

1. Authorize the Director of OC Public Works, or designee, to submit, on behalf of the County of Orange, a grant application for the County Drought Resilience Planning 2023, a Sub-Program of the Small Community Drought Relief Program from the California Department of Water Resources, for an amount of $125,000, to fund development and updates to the Drought Resilience Plan; and
2. Authorize the Director of OC Public Works Department, or designee, to negotiate and execute a Grant Agreement with the California Department of Water Resources, and to approve minor amendments and minor modifications to the Grant Agreement.
### GRANT APPLICATION / ☑ GRANT AWARD

<table>
<thead>
<tr>
<th>Today’s Date:</th>
<th>9/01/203</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>OC Public Works</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Stream Flow Enhancement Program</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>CA Wildlife Conservation Board</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$3,573,000</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>Continuous</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>
<td>N/A</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)</td>
<td>No</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>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 ☐</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☑ Amount $215,000 or _____% No ☐</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled? (Please include the specific budget)</td>
<td>County in-kind staff time and consultant services</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 on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
</tbody>
</table>

Proposition 1 authorized the Legislature to appropriate $200 million to the Wildlife Conservation Board (WCB), to fund projects that result in enhanced stream flows. WCB distributes this money through a competitive grant program called the Stream Flow Enhancement Program. If awarded, it is intended that grant funds be used to support development a Stream Rehabilitation Master Plan for the lower six miles of Aliso Creek, to enhance and connect riparian and floodplain habitat, provide fish passage, increase access to suitable flow conditions increase stream resiliency, protect public safety, and protect necessary infrastructure. Should the County's application be successful, OC Public Works will return to the Board for authorization to accept the grant and will recommend the Board make required CEQA findings at that time, in accordance with grant requirements.

<table>
<thead>
<tr>
<th>Board Resolution Required? (Please attach document to eForm)</th>
<th>Yes ☑ No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)</td>
<td>Julia Woo</td>
</tr>
</tbody>
</table>
### Recommended Action/Special Instructions
(Please specify below)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>(1)</td>
<td>Adopt resolution authorizing Director of Public Works or his designee to submit application for the Stream Flow Enhancement Program from the Wildlife Conservation Board and to approve amendments and minor modifications to the Grant Agreement subject to Board Policy. Draft resolution is included for delegation of authority.</td>
</tr>
</tbody>
</table>

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

Grant Sharp, Manager, South OC Watershed Management Area
714-955-0633; Grant.Sharp@ocpw.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:

- Amanda Carr, Deputy Director, OCPW
- Kevin Onuma, County Engineer, OCPW
- James Treadaway, Director, OCPW
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA, II

September 12, 2023

WHEREAS, the Wildlife Conservation Board implements a grant program called the Stream Flow Enhancement Program ("the Program"), to support multi-benefit ecosystem, watershed protection and restoration projects, including projects that enhance stream flows, in accordance with statewide priorities (California Water Code (CWC) Section 79730);

WHEREAS, the County of Orange intends to advance the Aliso Creek Watershed Habitat Connectivity Improvement Project (Project).

WHEREAS, this Project will develop a Stream Rehabilitation Master Plan for the lower six miles of Aliso Creek, to enhance and connect riparian and floodplain habitat, provide fish passage, increase access to suitable flow conditions increase stream resiliency, protect public safety, and protect necessary infrastructure;

WHEREAS, the County of Orange desires to obtain grant funding to develop the Project.

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

1. Authorize the Director of OC Public Works, or designee, to submit, on behalf of the County of Orange, an application to the Wildlife Conservation Board, for a Stream Flow Enhancement Program grant, for an amount of $3,573,000, to fund development of the Aliso Creek Watershed Habitat Connectivity Improvement Project; and

2. Authorize the Director, OC Public Works, or designee, in the event of a successful application and Board authorization to accept grant funds, to negotiate and execute a grant agreement with the Wildlife Conservation Board.
Board, and approve minor amendments and minor modifications thereto, and execute all documentation required under the agreement to receive grant funds.
### GRANT APPLICATION / GRANT AWARD

<table>
<thead>
<tr>
<th>Today’s Date:</th>
<th>September 1, 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>OC Public Works</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Measure M2 Comprehensive Transportation Funding Programs Environmental Cleanup Program Tier 1 – Ranch Plan Planning Area 3 Urban Stormwater Quality Infiltration and Pre-Treatment Basins Project</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>Orange County Transportation Authority (OCTA)</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$500,000</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>April 27, 2023</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>April 11, 2023</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>$500,000</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>August 25, 2023</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
</tbody>
</table>

#### Recurrence of Grant

<table>
<thead>
<tr>
<th>Recurrence of Grant</th>
<th>New</th>
<th>Recurrent</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td>$200,000 awarded - Trash Boom Phase 1, $160,425 awarded - Catch Basins Phase 5, $200,000 awarded - Catch Basins Phase 4, $200,000 awarded - Catch Basins Phase 3, $100,000 awarded - Catch Basins Phase 2, $100,000 awarded - Catch Basins Phase 1.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Does this grant require CEQA findings?

<table>
<thead>
<tr>
<th>Does this grant require CEQA findings?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

#### What Type of Grant is this?

<table>
<thead>
<tr>
<th>What Type of Grant is this?</th>
<th>Competitive</th>
<th>Other Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Match?</td>
<td>Yes</td>
<td>Amount $100,000 (By Others)</td>
</tr>
</tbody>
</table>

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

| How will the County Match be Fulfilled? (Please include the specific budget) | County match will be provided by Santa Margarita Water District (SMWD) (passthrough applicant) via a cooperative agreement. |

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

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

#### Purpose of Grant Funds:

| 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. |

This M2-Comprehensive Transportation Funding Programs, Environmental Cleanup Program Tier 1 project will improve overall water quality in Orange County that is from transportation-generated pollution. The Ranch Plan Planning Area 3 Urban Stormwater Quality Infiltration and Pre-Treatment Basins Project includes facilities for the removal of trash, sediments, heavy metal contaminants and nutrients from the surface runoff generated from the roads in the Ranch Plan Planning Area 3 prior to infiltrating into the groundwater and/or flowing to San Juan Creek.

The total project cost is estimated at $2,992,000. The M2 ECP-1 grant request was for $500,000 and the required 20% local match is $100,000. The local match and remaining project costs will be paid by SMWD and/or Rancho Mission Viejo. The County has no financial obligation under this grant award.

#### Board Resolution Required?

<table>
<thead>
<tr>
<th>Board Resolution Required? (Please attach document to eForm)</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>-----------------------------</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 OC Public Works, or designee, to accept grant funds for Measure M2 Comprehensive Transportation Funding Programs Environmental Cleanup Program (M2-ECP) Tier 1;

2. Authorize the Director of OC Public Works, or designee, to sign cooperative agreements and any amendments to cooperative agreements with Orange County Transportation Authority, Rancho Mission Viejo, and Santa Margarita Water District;

3. Authorize the Director of OC Public Works, or designee, to invoice Orange County Transportation Authority for the Ranch Plan Planning Area 3 Urban Stormwater Quality Infiltration and Pre-Treatment Basins Project;

**Department Contact:**

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

Sonica Kohli, 714/647-3910, **Sonica.Kohli@ocpw.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:

Kevin Onuma, County Engineer, OC Public Works

Nardy Khan, Deputy Director, OC Infrastructure Programs, OC Public Works
Today’s Date: 8/21/23

Requesting Agency/Department: Sheriff-Coroner Department

Grant Name and Project Title: FY 2023-24 Drug Prevalence in DUI Drivers

Sponsoring Organization/Grant Source: State of California Office of Traffic Safety

Application Amount Requested: $168,198.38

Application Due Date: 01/31/23

Board Date when Board Approved this Application: 1/24/23

Awarded Funding Amount: $141,940.00

Notification Date of Funding Award: 8/21/23

Recurrence of Grant

<table>
<thead>
<tr>
<th>Year</th>
<th>Funding Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>$270,000</td>
</tr>
<tr>
<td>2018</td>
<td>$316,000</td>
</tr>
<tr>
<td>2019</td>
<td>$350,000</td>
</tr>
<tr>
<td>2020</td>
<td>$117,000</td>
</tr>
<tr>
<td>2021</td>
<td>$299,850</td>
</tr>
<tr>
<td>2022</td>
<td>$164,700</td>
</tr>
</tbody>
</table>

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:

The Orange County Crime Laboratory (OC Crime Lab) has worked collaboratively for a number of years to improve toxicological analysis and testimony on driving under the influence of drug (DUID) cases within the County of Orange. The laboratory has established standards of performance in both DUID testing and expert testimony that have been recognized at both the state and national level. To further improve the overall service to the County, the OC Crime Lab tests all blood samples obtained from traffic safety related incidents for drugs. To continue providing the County of Orange with up to date Toxicology services, the laboratory plans to send staff to training and supplement the toxicology staff with overtime to improve turnaround times through funding from the California Office of Traffic Safety. The cost for the total compensation for overtime and training for current staff is $141,940.00.

Board Resolution Required? Yes ☐ No ☑

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

Deputy County Counsel Name: (Please attach document to eForm) Yes ☐ No ☑
**Recommended Action/Special Instructions**

(Please specify below)

Request authorization to accept the Drug Prevalence in DUI Drivers Grant from the State of California Office of Traffic Safety in the amount of $141,940.00 for the grant period October 1, 2023, through September 30, 2024, and for the Sheriff-Coroner, the Director of the Crime Lab, and the Director of Sheriff's Financial Services to execute the Grant Agreement.

Resolution not required for this grant.

<table>
<thead>
<tr>
<th><strong>Department Contact:</strong></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>Bruce Lyle, 714-834-6392</td>
<td>-------------------------------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Name of the individual attending the Board Meeting:</strong></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>Stephanie Callian, Director / Bruce Lyle, Assistant Director</td>
<td></td>
</tr>
</tbody>
</table>
Today's Date: August 30, 2023

Requesting Agency/Department: Sheriff-Coroner Department

Grant Name and Project Title: 2022 Emergency Management Performance Grant, CFDA 97.042

Sponsoring Organization/Grant Source: Department of Homeland Security; California Office of Emergency Services

Application Amount Requested: $937,117

Application Due Date: December 31, 2022

Board Date when Board Approved this Application: November 8, 2022

Awarded Funding Amount: $937,117

Notification Date of Funding Award: August 24, 2023

Is this an Authorized Retroactive Grant Application/Award? No

Recurrence of Grant

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$777,250</td>
</tr>
<tr>
<td>2016</td>
<td>$777,980</td>
</tr>
<tr>
<td>2017</td>
<td>$774,162</td>
</tr>
<tr>
<td>2018</td>
<td>$775,004</td>
</tr>
<tr>
<td>2019</td>
<td>$775,004</td>
</tr>
<tr>
<td>2020</td>
<td>$773,386</td>
</tr>
<tr>
<td>2020 Supplemental</td>
<td>$ 320,955</td>
</tr>
<tr>
<td>2021</td>
<td>$770,032</td>
</tr>
<tr>
<td>2021-ARPA</td>
<td>$84,054</td>
</tr>
</tbody>
</table>

Does this grant require CEQA findings? Yes

What Type of Grant is this? Competitive

County Match? Yes 100%

How will the County Match be Fulfilled? Net County Cost Cash Match

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.

On March 15, 2022, the President signed Public Law 117-103, authorizing the 2022 Emergency Management Performance Grant (EMPG) under the U.S. Department of Homeland Security (DHS).

In April 2022, the DHS issued guidance and budget allocations to the States. In California, the administering agency is the California Office of Emergency Services (CalOES), which issues guidance to eligible applicants (Operational Areas). In September 2022, CalOES issued a “Fiscal Year 2022 Emergency Management Performance Grant (EMPG): California Supplement to the Federal Notice of Funding Opportunity” with allocations for each Operational Area. The Orange County Sheriff’s Department is responsible for administering and distributing the grant funds on behalf of the Orange County Operational Area.

The purpose of the EMPG Program is to provide federal funds to states to assist state, local, and tribal governments in preparing for all hazards. Funds provided under the EMPG must be used to support activities...
that contribute to the Operational Area’s capability to prevent, prepare for, mitigate against, respond to, and recover from emergencies and disasters, whether natural or man-made. The grant-funded activities are a continuation of services funded by previous grant cycles. The goals described within the grant application relate to emergency management organizational and enterprise enhancement, managing risk and vulnerabilities, and enhancing customer and stakeholder services.

The Board of Supervisors approved the application on November 8, 2022 that included a pass-through of $445,131 to local cities. However, since the time the application has been approved the amount has been modified due to local cities withdrawing from this year’s application. The grant includes a pass-through of $427,722 to local cities. These funds are distributed on a population basis to those cities who wish to apply and complete the required activities. The match to pass-through funds will be provided by participating cities. The Operational Area Executive Board reviewed and approved the proposed application budget and required activities at their quarterly meeting on November 9, 2022.

The Sheriff-Coroner Department requests that the Board approve the acceptance of the grant award in the amount of $937,117, approve the form Agreement to Transfer Funds for FY 2022 Emergency Management Performance Grant Program, authorize execution of related documents including agreements with each jurisdiction receiving grant funds, and direct the Auditor-Controller to transfer grant funds to other entities upon receipt of executed agreements.

The federal performance period of the award is July 1, 2022 through June 30, 2024.

This grant has not been reviewed under the County Audit in the last 3 years.

<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>
<tr>
<td>1.</td>
<td>Approve the acceptance of the grant award in the amount of $937,117.</td>
</tr>
<tr>
<td>2.</td>
<td>Approve the form Agreement to Transfer Funds for FY 2022 Emergency Management Performance Grant Program.</td>
</tr>
<tr>
<td>3.</td>
<td>Authorize the Sheriff-Coroner or his designee to execute, on behalf of the County of Orange, related documents including agreements with each jurisdiction receiving grant funds.</td>
</tr>
<tr>
<td>4.</td>
<td>Direct the Auditor-Controller to transfer funds obtained pursuant to the 2022 Emergency Management Performance Grant Program to jurisdictions within the Orange County Operational Area upon receipt of executed agreements and documentation supporting allowable expenditures from the recipient cities.</td>
</tr>
<tr>
<td>5.</td>
<td>Authorize the County Purchasing Agent or his authorized Deputy to purchase equipment using 2022 Emergency Management Performance Grant funding using a form of purchase agreement not materially different than the standard purchase order except that the County Purchasing Agent or his authorized Deputy is directed to return to the Board of Supervisors for approval if the purchase agreement is materially different than the standard County purchase order.</td>
</tr>
</tbody>
</table>

<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>Michelle Anderson 714-628-7158; <a href="mailto:manderson@ocsheriff.gov">manderson@ocsheriff.gov</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>Michelle Anderson or designee</td>
<td></td>
</tr>
</tbody>
</table>
# CEO-Legislative Affairs Office
## Grant Authorization eForm

### GRANT APPLICATION / GRANT AWARD

<table>
<thead>
<tr>
<th>Today's Date:</th>
<th>September 5, 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>Sheriff-Coroner Department</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>2022 – Homeland Security Grant Program (HSGP)</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>U.S. Department of Homeland Security</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$3,091,412</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>December 31, 2022</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>December 6, 2022</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>$3,091,412</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>August 29, 2023</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New [ ] Recurrent [x] 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>2016: $3,285,915 2017: $3,266,534 2018: $3,270,462 2019: $3,389,080 2020: $3,380,749 2021: $3,216,641</td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes [ ] No [x]</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive [ ] Other Type [x] Explain: Allocation through DHS.</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes [ ] Amount _____ or _____ % No [x]</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>Not Applicable</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 on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
</tbody>
</table>

The Homeland Security Grant Program includes the State Homeland Security Program (SHSP) and the Urban Area Security Initiative (UASI). These programs intend to provide grant funding to assist state and local governments in obtaining the resources required to support the National Preparedness goals. In addition, these programs focus on enhancing the ability of state, local, tribal, and territorial governments. The primary objective is to strengthen the capacity of the state, urban areas, and local jurisdictions through the California Office of Emergency Services (Cal OES) to prevent, deter, respond to and recover from the threats and incidents of terrorism that pose the most significant risk to the security of the United States.

The Homeland Security Grant Program supports the implementation of risk-driven, capabilities-based strategies to address capability targets documented in the Threat and Hazard Identification and Risk Assessment (THIRA). The capability targets are established during the THIRA process and assessed in the State Preparedness Report (SPR). The SPR identifies gaps in planning, organization, equipment,
training, and exercises needed to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

The following are the six federal priorities for FY2022, along with the corresponding amount of HSGP funds that each sub-recipient will be required to propose for each priority area to obtain a total allocation of HSGP funds:

1. Enhancing the protection of soft targets/crowded places - 3%
2. Enhancing information and intelligence sharing and analysis - 3%
3. Combating violent domestic extremism - 3%
4. Enhancing cybersecurity - no minimum percent
5. Enhancing community preparedness and resilience - 3%
6. Enhancing election security - no minimum percent

Sub-recipients should allocate 30 percent of their sub-award across these six priority areas. Cal OES has awarded the Orange County Operational Area a total of $3,091,412 in State Homeland Security Grant Program funds. The County’s HSGP allocation grant funds will support existing salaries for the Orange County Intelligence Assessment Center, the Sheriff’s Homeland Security Division, and the Sheriff’s Emergency Management Division. The Fiscal Year 2022 HSGP will also help support effective planning, training, awareness campaigns, exercises, and equipment purchase in support of state priorities.

The Orange County Operational Area (OCOA) will submit a Personnel Cap Waiver Request to Cal OES and the Federal Emergency Management Agency (FEMA) for consideration, as stipulated by the FY2022 Notice of Federal Opportunity. If approved, the waiver will allow the OCOA to spend more than 50 percent of the 2022 SHSP award to continue support of salaries in the Emergency Management, Homeland Security, and Investigations Divisions.

**Board Resolution Required?**

(Please attach document to eForm)

Yes ☐
No ☒

**Deputy County Counsel Name:**

Wendy Phillips, Senior Deputy County Counsel, reviewed the grant Board resolution for the application approved by the Board on December 6, 2022.

**Recommended Action/Special Instructions**

(Please specify below)

1. Accept FY 2022 State Homeland Security Grant Program award in the amount of $3,091,412 from Cal OES.

2. Approve 2022 Transfer Agreement used to transfer property or funding with agencies within the Operational Area.

**Department Contact:**

Yumi Leung, Fiscal Grant Administrator
(714) 834-6674
yleung@ocsheriff.gov

**Name of the individual attending the Board Meeting:**

Commander Brent Jasper- bjasper@ocsheriff.gov (714) 349-9118
Captain Jerry Millhollon -ismillhollon@ocsheriff.gov (949)919-4731
Administrative Manager Yumi Leung- vleung@ocsheriff.gov (714) 834-6674
Grant Specialist Miriam Torrez – mtorrez@ocsheriff.gov (714) 834-4347
Today’s Date: September 6, 2023

Requesting Agency/Department: Sheriff-Coroner Department

Grant Name and Project Title: CalAIM PATH Justice-Involved Capacity Building

Sponsoring Organization/Grant Source: CA Department of Health Care Services, Health and Human Services Agency

Application Amount Requested: $4,450,000

Application Due Date: December 31, 2022

Awarded Funding Amount: $5,003,536

Notification Date of Funding Award: August 22, 2023

Is this an Authorized Retroactive Grant Application/Award? No.

Recurrence of Grant

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

FY 2022 – Amount Applied: $250,000, Awarded: $250,000

Does this grant require CEQA findings? Yes ☐ No ☒

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

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? Yes

Purpose of Grant Funds:

The Assembly Bill (AB) 133 (Chapter 143, Statutes 2021) authorizes the California Advancing & Innovating Medi-Cal (CalAIM): Providing Access and Transformation Health (PATH) Justice-Involved Capacity Building funding to establish the pre-release of the Medi-Cal application process to enhance the Medi-Cal health care delivery system for justice-involved populations.

The CalAIM PATH Round 2 award provides funding to implement the statewide CalAIM justice-involved initiatives including support to the collaborative planning between the Orange County Sheriff’s Department (OCSD), County Probation Department, Social Services Agency (SSA), and County Health Care Agency (HCA) in order to identify and scope out the processes, protocols, and IT system modifications. Additionally, funding will be used to support the implementation of pre-release enrollment and suspension processes to help ensure Medi-Cal coverage upon reentry into the community to facilitate access to needed Medi-Cal covered services. These processes are also foundational to...
providing Medi-Cal services 90 days before release, as requested by the Department of Health Care Services (DHCS) through its CalAIM 1115 Demonstration request.

The Orange County Sheriff’s and Probation Department will plan collaboratively with HCA and SSA to understand the needs of the correctional agencies and their partners. The Sheriff-Coroner Department will serve as the County lead agent and oversee the grant and submission of related documents.

**Board Resolution Required?**

(Please attach document to eForm)

Yes ☐

No ☒

**Deputy County Counsel Name:**

(Please list the Deputy County Counsel that approved the Resolution)

**Recommended Action/Special Instructions**

(Please specify below)

Authorize the Sheriff-Coroner or designee to sign all necessary documents required to accept the California Advancing & Innovating Medi-Cal: Providing Access and Transformation Health Justice-Involved Capacity Building Round 2 Grant award of $2,500,000; which includes a portion of administrative costs for HCA. Also, authorize the Sheriff-Coroner or designee to executive any future agreements or documents necessary to receive or administer the Grant award.

Authorize the Social Services Agency Director or designee to accept the California Advancing & Innovating Medi-Cal: Providing Access and Transformation Health Justice-Involved Capacity Building Round 2 Grant award of $1,753,536, and to execute any agreement or documents necessary to receive and administer the Grant award.

Authorize the Chief Probation Officer, or designee, to accept the California Advancing & Innovating Medi-Cal: Providing Access and Transformation Health Justice-Involved Capacity Building Round 2 Grant award of $750,000, and to execute any agreement or documents necessary to receive and administer the Grant award.

Upon approval of this grant award, County agencies will spend the funds to fulfill the program goals.

**Department Contact:**

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

Commander Nathan Wilson
Behavioral Health Bureau
nlwilson@ocsheriff.gov
(714) 647-6001

**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:

Commander Nathan Wilson
Behavioral Health Bureau
nlwilson@ocsheriff.gov
(714) 647-6001

Lieutenant Timothy Critz
Behavioral Health Bureau
TCritz@ocsheriff.gov
(714) 647-6007
**CEO-Legislative Affairs Office**  
**Grant Authorization eForm**

- **Today's Date:** August 31, 2023
- **Requesting Agency/Department:** District Attorney
- **Grant Name and Project Title:** Automobile Insurance Fraud Program
- **Sponsoring Organization/Grant Source:** California Department of Insurance (CDI)
- **Application Amount Requested:** $1,999,303
- **Application Due Date:** June 30, 2023
- **Board Date when Board Approved this Application:** March 28, 2023
- **Awarded Funding Amount:** $1,004,845
- **Notification Date of Funding Award:** August 30, 2023
- **Is this an Authorized Retroactive Grant Application/Award?** No
- **Recurrence of Grant:** Recurrent
- **If this is a recurring grant, please list the funding amount applied for and awarded in the past:** $1,653,611 was applied, $1,071,196 was awarded for FY 22-23
- **Does this grant require CEQA findings?** Yes
- **What Type of Grant is this?** Competitive
- **County Match?** Yes
- **How will the County Match be Fulfilled?** 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.

This grant award is made pursuant to the provisions of California Insurance Code Section 1872.8, and shall be used solely for the purposes of enhanced investigation and prosecution of auto insurance fraud cases. This grant will provide continued funding for the vertical prosecution unit consisting of prosecutorial, investigative, and support staff to investigate and prosecute automobile insurance fraud cases.

- **Board Resolution Required?** Yes
- **Deputy County Counsel Name:** James Harman, Deputy County Counsel

**Recommended Action/Special Instructions**

CDI requires the District Attorney to submit a Board Resolution. County Counsel has reviewed and approved the attached sample Board Resolution.
1. Authorize the District Attorney or his designee, to sign and execute, on behalf of the County of Orange, the Grant Agreement with the CDI accepting the grant award of $1,004,845 to continue the Automobile Insurance Fraud Program for fiscal year 2023-24.

2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.

3. Adopt the Resolution to receive funds for the Automobile Insurance Fraud Program.

The District Attorney has received funding to participate in the State Automobile Insurance Fraud Program for the past thirty-four years. Fiscal year 2023-24 will mark as the District Attorney Office's 35th year of participation in the Program.

<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 (714) 347-8440 <a href="mailto:Matthew.Pettit@ocdapa.org">Matthew.Pettit@ocdapa.org</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>Matthew Pettit</td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

September 12, 2023

WHEREAS, the County of Orange desires to undertake its project designated “The Automobile Insurance Fraud Program” to be funded in part from funds made available through California Insurance Code Section 1872.8 and administered by the California Department of Insurance (hereafter referred to as CDI).

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, or his designee, to sign and execute, on behalf of the County of Orange, a Grant Award Agreement with CDI for the Automobile Insurance Fraud Program, effective from July 1, 2023 through June 30, 2024, in the amount not to exceed $1,004,845

4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award amount but do not materially alter the terms of the current grant award.

5. Assure that the County of Orange assumes any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages. The State of California and the California Department of Insurance disclaim responsibility for any such liability.

6. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.
Grant Retroactive/Ratification Memorandum

Date: 9/5/2023
To: County Executive Office
From: Dylan Wright, Director, OC Community Resources
Re: Library and Civic Engagement Grant/ Samueli Foundation
Subject: Request to Approve Retroactive Award

OC Community Resources/ OC Public Libraries (OCCR/OCPL) requests retroactive approval to accept the award from the Samueli Foundation for Library and Civic Engagement grant in the amount of $250,000. OCCR/OCPL was notified of the grant award on July 21, 2023. OCCR/OCPL was unable to submit the grant award for approval to the Board within 30 days of award notification due to the time required for administrative processes (e.g., reviewing grant agreement terms).

Grant funds will be used to provide training to OCPL staff. Some of the trainings will include De-Escalation Training, Inclusive Libraries and creating libraries centered around equity and accountability. The funding will also be used to implement programs for the community related to civic engagement, workforce readiness and small business development. Moreover, the grant will be used to create a multilingual communication campaign. The goal of the campaign will be to increase the awareness and use of library services with a particular emphasis of reaching underserved communities.

Dylan Wright, Director
OC Community Resources

Approved: Frank Kim, County Executive Officer
County Executive Office

8/30/23
8/31/23
<table>
<thead>
<tr>
<th><strong>Today’s Date:</strong></th>
<th>September 5, 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>OC Community Resources/OC Public Libraries</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>Library and Civic Engagement</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>Samueli Foundation</td>
</tr>
<tr>
<td><em>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</em></td>
<td></td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td>$250,000</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td>July 21, 2023</td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award? Yes</strong></td>
<td>Yes (If yes, attach memo to CEO)</td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong></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><strong>Does this grant require CEQA findings?</strong></td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td><strong>What Type of Grant is this?</strong></td>
<td>Competitive ☐ Other Type ☒ Explain – Unsolicited Foundation grant from the Samueli Foundation</td>
</tr>
<tr>
<td><strong>County Match?</strong></td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td><strong>How will the County Match be Fulfilled?</strong></td>
<td>(Please include the specific budget) N/A</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></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>
<tr>
<td>The Samueli Foundation is a philanthropic organization whose purpose is to create societal value by investing in innovative, entrepreneurial and sustainable ideas. The grant funds will be used to provide training to OC Public Libraries staff. Some of the trainings will include De-Escalation Training, Inclusive Libraries, and creating libraries centered around equity and accountability. The funding will also be used to implement programs for the community related to civic engagement, workforce readiness and small business development. Moreover, the grant will be used to create a multilingual communication campaign. The goal of the campaign will be to increase the awareness and use of library services with a particular emphasis of reaching underserved communities.</td>
<td></td>
</tr>
<tr>
<td><strong>Board Resolution Required?</strong></td>
<td>Yes ☐ No ☒</td>
</tr>
<tr>
<td><em>(Please attach document to eForm)</em></td>
<td></td>
</tr>
<tr>
<td><strong>Deputy County Counsel Name:</strong></td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
</tr>
</tbody>
</table>
**Recommended Action/Special Instructions**

(Please specify below)

1. Authorize the OC Community Resources Director, or designee, to execute the grant agreement with the Samueli Foundation in the amount of $250,000 for support for the Orange County Public Libraries’ communications and marketing capacity building, and expansion of programs up through December 31, 2024.

2. Authorize the OC Community Resources Director, or designee, to execute ministerial and administrative documents applicable to this award and administer the Program utilizing said funds.

3. Approve and accept grant award from the Samueli Foundation in the amount of $250,000 for support for the Orange County Public Libraries’ communications and marketing, capacity building, and expansion of programs up through December 31, 2024.

**Department Contact:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dylan Wright</td>
<td>(714) 480-2788 <a href="mailto:Dylan.Wright@occr.ocgov.com">Dylan.Wright@occr.ocgov.com</a></td>
</tr>
<tr>
<td>Julie Quillman</td>
<td>(714) 566-3086 <a href="mailto:Julie.Quillman@occr.ocgov.com">Julie.Quillman@occr.ocgov.com</a></td>
</tr>
</tbody>
</table>

**Name of the individual attending the Board Meeting:**

Dylan Wright and Julie Quillman
Grant Retroactive/Ratification Memorandum

Date: 9/5/2023
To: County Executive Office
From: Dylan Wright, Director, OC Community Resources
Re: Housing Choice Voucher Program
Subject: Request to Approve Retroactive Grant Award

OC Community Resources/OC Housing Authority (OCCR/OCHA) requests retroactive approval to accept the award from U.S. Housing and Urban Development of seventy-five Housing Choice Vouchers (HCVs). OCCR/OCHA was notified of the award on August 2, 2023. Due to the time required to complete administrative processes and the availability of Board dates, OCCR/OCHA was unable to submit for approval within thirty days of the notification of the grant award.

Administered locally by public housing agencies, HCVs provide rental assistance for very low-income families, the elderly, and disabled persons to afford decent, safe and sanitary housing in the private market. OCHA, serving as Orange County’s public housing agency (except in the cities of Anaheim, Garden Grove and Santa Ana), will use these vouchers to assist applicants who are currently on OCHA’s waiting list for HCVs.

Dylan Wright, Director
OC Community Resources

Date: 8/30/23

Approved: 

Frank Kim, County Executive Officer
County Executive Office

Date: 8/31/23
**CEO-Legislative Affairs Office**  
**Grant Authorization eForm**

**GRANT APPLICATION / GRANT AWARD**

<table>
<thead>
<tr>
<th><strong>Today's Date:</strong></th>
<th>September 5, 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>OC Community Resources/ OC Housing Authority</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>Housing Choice Voucher Program</td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
<td>U.S. Housing and Urban Development (HUD)</td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
<td>June 27, 2023</td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
<td>$1,394,748 – 75 Housing Choice Vouchers</td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
<td>August 2, 2023</td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award?</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong></td>
<td>New ☐ Recurrent ☑ Other ☐ Explain: Recurrence based on available Federal funding; last funding was available in 2002.</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>Between 2000 and 2002, OCHA received 2,012 Fair Share Vouchers from HUD. Through a competitive process, OCHA received 740 Vouchers in 2000 and 820 in 2001. In 2002, OCHA was awarded 452 Vouchers through a non-competitive process. In 2022, OCHA was awarded 105 Fair Share Vouchers through a non-competitive process.</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></td>
<td>Competitive ☐ Other Type ☑ Explain: Federal Allocation</td>
</tr>
<tr>
<td><strong>County Match?</strong></td>
<td>Yes ☐ Amount _____ or _____ % No ☑</td>
</tr>
<tr>
<td><strong>How will the County Match be Fulfilled?</strong></td>
<td>N/A</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></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>

The Housing Choice Voucher (HCV) program provides rental assistance for very low-income families, the elderly, and disabled persons to afford decent, safe and sanitary housing in the private market. Housing assistance is provided on behalf of families or individuals with participants being able to find their own housing, including single-family homes, townhouses, and apartments. HCVs are administered locally by public housing agencies (PHAs). The PHAs receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program. The Orange County Housing Authority (OCHA) is a PHA that serves the cities within the County of Orange (except Anaheim, Garden Grove and Santa Ana). OCHA was notified on August 2, 2023 of the funding award of 75 New Incremental/Fair Share Vouchers. OCHA will use these vouchers to assist applicants who are currently on OCHA’s waiting list.

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

**Deputy County Counsel Name:**  
(Please list the Deputy County Counsel that approved the Resolution)  
N/A
<table>
<thead>
<tr>
<th>Recommended Action/Special Instructions (Please specify below)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorize OC Community Resources Director or designee to accept the funding award for 75 new Housing Choice Vouchers in the amount of $1,394,748. No Board Resolution is required to accept the funding award.</td>
<td></td>
</tr>
</tbody>
</table>

<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 (714) 480-2991 <a href="mailto:julia.bidwell@occr.ocgov.com">julia.bidwell@occr.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>Dylan Wright, Director, OC Community Resources</td>
<td></td>
</tr>
</tbody>
</table>
Continuation or Deletion Request

Date: August 17, 2023
To: Clerk of the Board of Supervisors
From: Debra Baetz, Agency Director, Health Care Agency
Re: ASR Control #: 23-000229, Meeting Date 9/12/23  Agenda Item No. # 32
Subject: Emergency Medical Services Fee Resolution

☑  Request to continue Agenda Item No. # 32 to the 9/26 Board Meeting.

Comments:

☐  Request deletion of Agenda Item No. # ____

Comments:
To: Robin Stieler, Clerk of the Board
From: Supervisor Vicente Sarmiento, 2nd District
Date: 09/01/2023
RE: Add Supplemental Item to September 12, 2023, Board Meeting Agenda

Supervisor Sarmiento requests Clerk of the Board to add a supplemental agenda item be placed on the September 12, 2023, Board of Supervisors meeting. The title shall read: Approve addition of Voter Education and Information Events to the County Events Calendar and make related findings under Government Code Section 26227.

The supplemental agenda item should have the following recommended actions:

1. Approve the addition of Voter Education and Information Events to the County Events Calendar.

2. Find under Government Code section 26227 that the Voter Education and Information Events will serve a public purpose and will meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons; that County staff and resources may be used in furtherance of such events; and that county staff may solicit donations of funds and services for such events.

cc: Yasie Goebel, Chief of Staff, BOS-2
    Robin Stieler, Clerk of the Board, COB
    Valerie Sanchez, Chief Deputy Clerk, COB
Memorandum

Date: September 5, 2023
To: Robin Stieler, Clerk of the Board
From: Katrina Foley, Fifth District Supervisor
Re: Supplemental Item for September 12, 2023 Meeting of the Board of Supervisors

Please place a supplemental item to the agenda for the September 12, 2023 meeting of the Board of Supervisors to appoint Joan Nichols to the Orange County Senior Citizens Advisory Council for a term concurrent with Supervisor Foley’s term of office. Joan Nichols was serving as the Second District representative to the Orange County Senior Citizens Advisory Council; this item will have her replace Larry Kramer as one of the representatives for the Fifth 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

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Joan (John) Nichols
First Name Middle Name Last Name

Street Address Newport Beach CA
City State Zip Code

Home Phone Number Cell Phone Number

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

Revised Date 02/14/23 Page 1 of 2
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./YR.)</th>
<th>TO (MO./YR.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exec Board CM Democratic Club</td>
<td>2019</td>
<td>present</td>
</tr>
<tr>
<td>Douglas of Southern California</td>
<td>2011</td>
<td>2019</td>
</tr>
<tr>
<td>Literary Tutor NA Public Library</td>
<td>2016</td>
<td>2020</td>
</tr>
<tr>
<td>Wound Walk</td>
<td>2017</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 JUDICIAL 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.

DATE: 8/17/2023  APPLICANTS SIGNATURE: ____________________________

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

Date Received: ____________________________  Received by: ____________________________

Date referred: ____________________________  Received by: ____________________________  Deputy Clerk of the Board of Supervisors

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  Page 2 of 2
Senior Citizens Advisory Council

JONI NICHOLS

EDUCATION

University of Illinois Champaign-Urbana, IL
Degree Conferred: June 1973  B.S. College of Applied Health Sciences - Summa Cum Laude

University of Edinburgh (Scotland) 1972-1973

University of Illinois Champaign-Urbana, IL  Masters Program in Special Education 1973-1974

University of Missouri - St.Louis, MO
Degree Conferred: June 1976  M.S. Special Education; Behavioral Disabilities – Highest Honors

Alliance Française-Brussels Belgium 1st degree conferred June 1978, 2nd degree conferred June 1979

Post-graduate Physical Aspects of Childbirth  Chicago, IL  1984

Midwifery Apprenticeship - Guadalajara, Mexico 1993-2010

Breach Without Borders Transient Neonatal Trauma Guadalajara Mexico 2022 to present

PREVIOUS EMPLOYMENT AND EXPERIENCE

Fontana Nursing Home Champaign-Urbana  Undergraduate Field Experience

Special School District of St Louis County

Sole teacher one room schoolhouse for behavior & learning challenged children aged 5-12, 1974-1977

Attendance at 900 births at home, birth center and hospital  1993 to present

Keynote and Conference Speaker on Childbirth 1994 to present

HONORS

Phi Kappa Phi  Scholastic Honorary Society

Bronze Tablet  University of Illinois - top 3% of all students

Childbirth Educator of the Year  CAPPA (Childbirth and Postpartum Professional Association)

Kennedy Foundation Recipient

MEMBERSHIPS
MANA Midwives Alliance of North America 1996 -2012
Citizens for Midwifery 2002 to the present
CIMS Coalition for Improving Maternity Services
Advisory Board member of International Cesarean Awareness Network
DONA (Doulas International) 1996-2014
Lamaze International 2006 -2009

EXPERIENCE OUTSIDE OF THE UNITED STATES
1977-1980 Brussels, Belgium
1980 - 1982 Amsterdam, The Netherlands
1990-2010 Guadalajara, Mexico

LANGUAGE FLUENCY
Spanish
September 5, 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 September 12, 2023, Board Hearing.

Agency: County Executive Office
Subject: Approve 2023-2026 Memorandum of Understanding with the International Union of Operating Engineers
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 August 24, 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 September 12, 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: 09/12/2023
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 2023-2026 Memorandum of Understanding with the International Union of Operating Engineers

RECOMMENDED ACTION(S)

1. Approve and adopt the attached 2023-2026 Memorandum of Understanding between the County of Orange and the International Union of Operating Engineers 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 International Union of Operating Engineers 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 International Union of Operating Engineers – Local 501 for the Craft and Plant Engineer Unit will ratify the terms and conditions of employment.
BACKGROUND INFORMATION:

The International Union of Operating Engineers – Local 501 (IUOE) represents approximately 140 positions employed in 14 different classifications (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 previous Memorandum of Understanding (MOU) for the terms and conditions of employment for the Craft and Plant Engineer Unit was June 21, 2019, through June 29, 2023. On May 16, 2023, representatives from the County and IUOE commenced the meet and confer process to negotiate a successor MOU.

Following months of good faith negotiations, the parties reached a tentative agreement on August 24, 2023, regarding the proposal under consideration by your Honorable Board of Supervisors (Board). It is anticipated the membership of IUOE will ratify the proposed agreement by September 10, 2023. 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 include:

**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 schedules will be increased by 4.75 percent.
- Effective June 28, 2024, the salary schedules will be increased by 4.25 percent.
- Effective June 27, 2025, the salary schedules will be increased by 4.00 percent.

**Premium Pays**
- Effective the first day of the first full pay period following Board adoption, Jail Salary Supplement pay will increase from one dollar ($1.00) per hour to one dollar and fifty-cents ($1.50) per hour.
- Reopener to discuss the premium pays for classifications assigned to the OCPW/CUF Plant and Sheriff/Harbor for potential updates and changes.

**Sick Leave**
Effective the first day of the first full pay period following Board adoption, employees may donate up to 24 hours of sick leave, per fiscal year, as part of the County’s Catastrophic Leave Donation plan.

**Defined Contribution Retirement Plan**
Automatic enrollment of PEPRA employees in the 457 Defined Contribution Plan.
**Boots**
Effective the first day of the first full pay period following Board adoption, the parties agreed to increase the authorized amount for provision of safety work boots from a maximum of $150.00 to a maximum of $300.00 per fiscal year for employees in eligible classifications and positions.

**Holidays**
- Observe Native American Day holiday in lieu of Columbus Day.
- When a holiday falls on a Saturday, the Friday immediately preceding shall be observed as the holiday.

**Dental and Vision Coverage**
The County agrees to discuss changes with IUOE to Section 3. (Dental and Vision Insurance Coverage) regarding the administration of dental and vision coverage for employees in the CP Unit.

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

- Allow use of bereavement leave to 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;
- Establish an Insurance working group to discuss a redesign of the Wellness Credit program;
- Establish a Leave Language working group to clarify language regarding leaves of absences and streamline language for understandability;
- Clarify how Night Shift Differential is applied;
- Extend a probationary period when an employee is placed on administrative leave;
- Share all costs of arbitration where lawfully permitted.

**FINANCIAL IMPACT:**
The estimated total cost incurred over the term of the MOU is $3.7M, $2.5M of which is Net County Cost (NCC). The estimated cost of $531K ($361K NCC) will occur in FY 2023-24; $1.3M ($865K NCC) will occur in FY 2024-25; $1.9M ($1.3M NCC) will occur in FY 2025-26.

**STAFFING IMPACT:**
N/A

**ATTACHMENT(S):**
Attachment A – 2023-2026 IUOE MOU
Attachment B – 2023-2026 IUOE MOU (red line version)
Attachment C – August 24, 2023, Signed Deal Points (Tentative Agreement)
MEMORANDUM
OF
UNDERSTANDING

CRAFT AND PLANT ENGINEER UNIT

2023-2026

COUNTY OF ORANGE
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 501, AFL-CIO
MEMORANDUM OF UNDERSTANDING

2023-2026

COUNTY OF ORANGE

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 501, AFL-CIO

FOR THE

CRAFT AND PLANT ENGINEER UNIT

This Memorandum of Understanding sets forth the terms of agreement reached between the County of Orange and the International Union of Operating Engineers, Local 501, AFL-CIO as the Exclusively Recognized Employee Organization for the County Craft and Plant Engineer Unit for the period beginning June 30, 2023 through June 25, 2026. Unless otherwise indicated herein, all provisions shall become effective September 12, 2023.
DEFINITIONS

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

DEPARTMENT HEAD shall mean that individual or his or her designee.

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

CHIEF HUMAN RESOURCES OFFICER shall mean the County of Orange 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 the Orange County Flood Control District, the Orange County Harbor District 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 Employee 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 terms of this Memorandum of Understanding, except where the natural construction of this Memorandum of Understanding indicates otherwise.

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.
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 BUSINESS shall mean a foreseeable personal event or circumstance which necessitates the employee's absence from County duty. Personal Business leave, when practicable, must be requested in advance by the employee and be preapproved by supervision or management.

PERSONAL EMERGENCY shall mean an unforeseen 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 means feasible; reasonably able to accomplish.

PRIMARY OPERATOR shall mean those employees who are assigned to a regular schedule with primary responsibility for the operation of the plant on such schedule.

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 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.

RELIEF OPERATOR shall mean those employees who are normally assigned to the day shift without primary responsibility for the operation of the plant.

RUNNING MAINTENANCE shall mean repair or maintenance duties that do not significantly distract the Plant Operating Engineer in charge of a shift from his or her primary responsibility of operating the Central Utility Plant.

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

STAND A WATCH shall mean work an assigned shift.

WORK SCHEDULES shall mean an employee's assigned hours of the day, days per week and/or shift rotation schedule.

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

A. Recognition

1. Pursuant to the provisions of the Employee Relations Resolution of the County of Orange and applicable State law, International Union of Operating Engineers, Local 501, AFL-CIO, was certified on January 29, 1979 by the Chief Human Resources Officer as the Exclusively Recognized Employee Organization of County employees in the Craft and Plant Engineer Unit.
ARTICLE II WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

A. The official workweek shall be as follows:

1. The official workweek for full-time employees shall be forty (40) hours and shall begin on each Friday and end with the following Thursday at 12:00 midnight except for employees working alternate schedules, such as a 9/80. For these employees the beginning and end of the workweek shall be the mid-point of their eight (8) hour day. However, if operational needs require an alternate schedule that does not meet the parameters described above, a different workweek may be designated.

Work ordered and performed in excess of forty (40) hours actually worked in a workweek shall be overtime.

Overtime shall be calculated on hours paid in excess of forty (40) in a workweek when work ordered by a Manager causes an employee to work beyond the end of the normal scheduled work shift for purposes of completion of a specific job, or where overtime is assigned in response to an emergency declared by the Board of Supervisors, activation of the County’s Emergency Operation Center (EOC) or a Department Operations Center (DOC).

2. Employees shall receive compensation on a biweekly basis. The pay period for employees in specified agencies, departments or divisions shall start on a Friday and end on the second (2nd) Thursday thereafter.

B. The regular hours of work each day shall be consecutive. Hours of work will be considered consecutive if divided only by normal meal breaks or rest periods.

C. The County agrees to give employees a fourteen (14) calendar day advance notice of a schedule change. Changes of three (3) days duration or fewer shall be permitted without the required advance notice if mutually agreed upon by both the County and the employee(s).

D. Employees assigned as “Relief Operators” may be assigned to another schedule when they are needed to cover an unscheduled absence. “Relief Operators” shall be given twenty-four (24) hours’ advance notice of a schedule change.

E. Work schedules for shift assignments showing employee’s shifts, workdays and hours shall be posted on department bulletin boards at all times.
F. Employees in the classes of Plant Operating Engineer and Assistant Plant Operating Engineer may trade shifts only upon written request and permission of supervision.

G. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation or except as provided in Section 4.A. below, regarding the Plant Operating Engineers and Assistant Plant Operating Engineers.

H. Work shall not be regularly scheduled on more than ten (10) calendar days during any pay period. The regular work schedule shall be one (1) of the following: ten (10) eight (8) hour days on and four (4) days off, five (5) eight (8) hour days on and two (2) days off, or four (4) ten (10) hour days on and three (3) days off or four (4) nine (9) hour days each week and one (1) additional eight (8) hour day on alternate weeks. All employees in the Unit shall be scheduled at least two (2) consecutive calendar days off.

I. The County shall discuss with the Union any proposed changes in existing scheduled hours of work before such changes are put into effect.

J. Except as otherwise provided, no employee may be employed in one (1) or more positions, full or part time, more than the total number of hours for the employee's work period as defined in Section 1.A., above, except on authorized overtime.

K. 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. Rest Periods and Cleanup Time

A. Employees may be allowed rest periods not to exceed fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods shall be scheduled in accordance with the requirements of the department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period. The County may designate the location or locations at which rest periods may be taken. Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.

B. Each employee shall, when necessary, be permitted up to fifteen (15) minutes of paid County time at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal wash up and changing clothes.
A. and B., above, shall not apply to employees standing a watch.

Section 3. Meal Breaks

A. Employees standing a watch who are required to remain on the job at their work station for the full shift period shall be permitted to take a meal period while on the job when conditions permit, without such time being deducted from hours worked.

B. All other employees shall be permitted to take a meal period, not to exceed thirty (30) minutes, at a time designated by the department at or near the middle of the shift, with such time not being considered hours worked.

Section 4. Overtime

A. Notification of Employees of Work Required Beyond Normal Schedule

If in the judgment of the department, work beyond the normal day, workweek or work period is required, the department will notify any employee who may be asked to perform such work of the apparent need for such overtime as soon as practicable prior to when the work is expected to begin. When necessary to meet the needs of the County, the County shall have the right to require the performance of overtime including requiring Plant Operating Engineers or Assistant Plant Operating Engineers to remain at work after the end of their scheduled shift until relief is available. If this additional work results in hours worked in excess of forty (40) hours in the employee’s designated workweek, the employee shall be compensated for these excess hours at the overtime rate as defined by Section 4.C.1. Work ordered and performed in excess of forty (40) hours of paid time in a workweek shall be paid as overtime if an emergency has been declared by the Board of Supervisors or the County’s Emergency Operations Center (EOC) or Department Operations Center (DOC) have been activated.

Overtime scheduled but cancelled fewer than twelve (12) hours prior to the starting time shall entitle the employee to elect to work a minimum four (4) hours, or more as determined by the County, beginning at the originally scheduled time.

B. Distribution of Overtime and Call-Back

1. Whenever overtime work is required, not including overtime work required to maintain continuous coverage on twenty-four (24) hour, seven (7) day operation, the County shall make a reasonable effort to make voluntary overtime and call-back opportunities available on an equitable basis to qualified employees in appropriate classes.

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2. The County shall prepare a separate overtime and a separate call-back list for each class and work location in each department. Names shall be placed on the list in order of seniority within class, showing offers and hours worked by each employee. An updated list will be posted and provided to the Union Steward at least monthly.

3. Except in cases of emergencies, offers to work overtime or call-back shall be given in sequence going down the list from the last previous person working overtime/call-back, other emergency or project starting during an assigned shift until an employee agrees to work. An employee who declines the overtime/call-back, is not available, or cannot be reached at work or at home by phone, will be bypassed. When the bottom of the list is reached, overtime/call-back opportunities shall be offered to employees starting at the top of the list. Any employee who is inadvertently passed over for an overtime or call-back opportunity shall be offered a choice of one (1) of the next two (2) available opportunities.

4. If every employee on the list declines the overtime/call-back, the County may require employees to perform overtime/call-back in the reverse order of their seniority in the class.

5. If the overtime is necessary on a project that started during an assigned shift, or on a project that requires special skills or knowledge, the employee(s) working on the project may be required either to continue working on the project or to be scheduled to return to work on the project.

In cases of scheduled overtime work requiring more than one (1) employee to return to a work site, the overtime list will be utilized as provided in Section 4.B.3. to obtain additional employees needed.

6. Employees shall be considered eligible for scheduled overtime or call-back except where:

   a. Employee is on Workers' Compensation Leave.
   b. Employee is on unapproved leave without pay.
   c. Employee is required to obtain a medical clearance before returning to work.
   d. Employee has submitted a written request to be excluded from scheduled overtime and/or call-back.
   e. Employee is on paid vacation.

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C. Payment for Overtime

1. Overtime shall be compensated at one and one-half (1 1/2) times the employee's regular base rate.

2. For all regular, limited-term and probationary employees, overtime may be converted to compensatory time or paid for at the option of the department. Consideration shall be given to effectuating the wishes of the employee. Employees designated by the Chief Human Resources Officer as covered by the Fair Labor Standards Act shall be paid in accordance with that Act. Employees with existing compensatory time balances of eighty (80) hours shall be paid for all overtime work performed in excess of that amount unless a higher compensatory time balance is authorized for a department, division or other work unit by the County Executive Officer. When a higher compensatory time balance is authorized, employees subject to such larger balance shall be paid for all overtime work performed in excess of the designated larger compensatory time balance. Except as provided in Section 4.C.8., below, lump sum payments for compensatory time balances shall be at department discretion.

3. Employees who work overtime shall promptly and accurately report such time in a manner prescribed by the County.

4. Compensatory time earned and accrued by an employee in excess of thirty-two (32) hours may be scheduled off for an employee by his or her department; however, consideration shall be given to effectuating the wishes of those employees requesting specific compensatory time off periods.

5. In no case may an employee's work schedule be changed during the workweek when the purpose of such change is to avoid overtime compensation.

6. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary periods.

7. An employee separating from the County service for reasons other than paid County retirement shall be paid for accumulated compensatory time in a lump sum payment.

Section 5. Premium Pay
A. **Night Shift Differential**

For purposes of this Section, night shift shall mean an assigned work shift (e.g., regular shift, overtime shift, or additional shift) of seven (7) consecutive hours or more, which includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m. Overtime which is worked as an extension of an assigned day shift shall not qualify an employee for night shift differential. The rate of night shift differential shall be five and one-half (5 1/2) percent of the employee's basic hourly rate.

B. **On-Call Pay**

1. When an employee is assigned on-call duty by the County, the employee shall be informed in writing, in advance whenever practicable, of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his or her basic hourly rate for the entire period of such assignment.

2. On-call duty requires the employee so assigned: (1) to be reachable by telephone or other communications device, and (2) be able to report to work in a reasonable time fully able to perform the assigned duties.

C. **Call-Back Pay**

1. When an employee returns to work because of a department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he or she was called back, beginning at the time the employee reports to the work site and ending at the time the employee leaves the work site. An employee shall report his or her arrival at the work site to the appropriate facility and shall report the completion of the job to the appropriate facility prior to his or her departure from the work site.

2. Call-back shall be paid at one and one-half (1 -1/2) times the regular rate.

3. There shall not be any duplication or pyramiding of rates paid under this Section.

4. An employee credited with four (4) hours pursuant to this Section may be assigned other work appropriate for employee’s position classification until the guaranteed time has elapsed.

5. An employee may not be paid Call-Back Pay simultaneously with On-Call Pay. If an employee is called back to work during the employee’s
On-Call assignment, the employee shall receive Call-Back Pay in accordance with Section 5.C. The employee’s On-Call Pay shall be suspended until the employee is no longer receiving Call-Back Pay. The employee’s On-Call Pay shall resume once the employee is no longer receiving Call-Back Pay given the employee’s On-Call assignment has not been exhausted.

D. Elevated Work Pay

Employees who work upon scaffolds or hanging platforms, at or above twenty (20) feet above grade (i.e., swing stages and bosun’s chairs) including work upon a platform while rigging, shall receive an elevated work pay differential. The differential will be paid only for those hours actually worked under these conditions provided that there shall be a minimum payment of four (4) hours for any day in which qualifying work is performed. Travel time shall not be considered qualifying for this differential. The rate of elevated work pay differential shall be five percent (5%) of the employee’s basic hourly rate.

E. Water Craft Differential Pay

Employees in positions in the classes of Painter and Carpenter regularly assigned to work on County watercraft, shall receive a differential of fifty cents ($0.50) per hour for each hour actually worked.

F. Relief Operator Pay

An employee assigned as Relief Operator shall receive an additional one dollar ($1.00) per hour for each hour actually worked.

G. Jail Supplemental Pay

1. Except as provided below, an employee who is regularly assigned to the Central Jail, Theo Lacy Branch Jail or James Musick Facility shall be paid an additional one-dollar and fifty-cents ($1.50) per hour for all hours actually paid.

2. Jail Supplement Pay shall not apply to Workers’ Compensation pay or be used as a base rate for overtime, other premium pay, etc.

H. Plant Air Conditioning Mechanic Pay

An employee in the class of Air Conditioning Mechanic assigned to the Central Utility Facility shall receive an additional one dollar ($1.00) per hour for each hour actually worked.

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I. **Confined Spaces Pay**

Employees will be paid one-dollar ($1.00) per hour for all hours worked in a permit-required confined space as defined consistent with California Code of Regulations Title 8, General Industrial Safety Orders, Article 108, Section 5157. Time taken at the confined space worksite wearing safety gear in preparation for entering a permit-required confined space shall count as time spent actually working in confined spaces. Time worked will be calculated to the nearest quarter (1/4) hour.

J. **Backflow Testing Certificate Pay**

Plumbers who maintain a valid Backflow Testing Certificate and who are willing to perform the related work will be paid one hundred dollars ($100.00) per month (approximately forty-six dollars and fifteen cents [$46.15] per pay period).

K. **Underground Tank Certification Pay**

Electricians employed in the Sheriff’s Department who maintain a valid California Underground Storage Tank System Operator Certificate and who are willing to perform the related work shall be paid one hundred dollars ($100.00) per month (approximately forty-six dollars and fifteen cents [$46.15] per pay period).

L. **Reopener**

Review the premium pays for classifications assigned to the OCPW/CUF Plant and Sheriff/Harbor for potential updates and changes. The review shall commence its work within 120 days of adoption of the 2023 MOU. Human Resource Services will strive to complete the review no later than 180 days after commencement of the review.
ARTICLE III       PAY PRACTICES

Section 1.   Compensation for Employees

A. Employees shall receive compensation at the biweekly or hourly rate for the rate assigned to the class in which they are employed.

B. Salary Increases:

   o Effective the first day of the pay period (September 22, 2023) following Board of Supervisors adoption of the 2023-2026 MOU, the salary schedule will be increased by 4.75%.

   o Effective June 28, 2024, the salary schedule will be increased by 4.25%.

   o Effective June 27, 2025, the salary schedule will be increased by 4.00%.

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 Department Head may authorize the appointment of employees at any of the first seven (7) steps of the salary range. Such appointments shall be made only when the 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 Department Head, the County Executive Officer may authorize the appointment of employees beyond step seven (7) 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. 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 reemployed employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first (1st) day of the pay period following the completion of the first (1st) 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 (1st) day of the pay period after said date. Subsequent merit increase eligibility dates shall be the first (1st) 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 (1,040) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first (1st) day of the pay period following completion of one thousand forty (1,040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed two thousand eighty (2,080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first (1st) day of the pay period following completion of two thousand eighty (2,080) paid hours exclusive of overtime. 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. Merit increases may be granted for one (1), two (2), three (3) or four
(4) steps within the salary range based upon the employee’s performance. A performance rating of “meets performance objectives” shall earn a two (2) step increase.

E. If, in the department’s judgment, the employee’s performance does not merit 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. A deferral of less than thirteen (13) pay periods may be further extended not to exceed thirteen (13) pay periods from the original merit eligibility date. 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 Sections 4.B. and C., below, a regular, limited-term or probationary employee 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 the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. 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 except that the employee will retain his or her former merit increase eligibility date if the promotion was the result of a Classification Maintenance Review as defined in Article XVIII, Section 1.B.

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, individual performance 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 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, or a series of reassignments among classes on different salary ranges or is reassigned through a Classification Maintenance Review as defined in Article XVIII, Section 1.B to a class on a different salary schedule, 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 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.C., 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 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 (1st) 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 a disability accommodation, the employee shall receive the highest salary in the new 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 of the employee shall not change, except if the reduction is the result of a Classification Maintenance Review as defined in Article XVIII, Section 1.B in which case the new salary will be the closest step on the new salary range which is not lower than the current rate of pay; in any case, the 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, CP – 18
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>
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<tbody>
<tr>
<td>Less than 5 years</td>
<td>Two years from the date of reclassification</td>
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<tr>
<td>5 years but less than 10 years</td>
<td>Three years from the date of reclassification</td>
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<td>10 years but less than 15 years</td>
<td>Four years from the date of reclassification</td>
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<td>15 years but less than 20 years</td>
<td>Five years from the date of reclassification</td>
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<td>20 years but less than 25 years</td>
<td>Six years from the date of reclassification</td>
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<tr>
<td>25 years or more</td>
<td>Seven years from the date of reclassification</td>
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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 III, Section 4.A., B. or C.

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

C. If the position is reclassified to a class with a lower salary range, the salary of the employee...
the employee shall be governed by Article III, Section 6.D.

Section 8.  Salary on Reemployment

A. A person who is reemployed 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 III, Section 2.C.

B. A former County employee on paid County retirement may be reemployed 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 will be appointed to the position at the flat rate salary of the class.

Section 9.  Changes in Salary Allocation

A. Upon request of the County, negotiations shall be reopened for the sole purpose of considering an increase in salary allocation (unrelated to a classification study) for any class included in this Agreement. An increase in salary resulting from a classification study shall be subject to the provisions of Article XVIII.

B. 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.

Section 11.  Pay Check Deposit

The County will permit an employee to authorize automatic deposit of his or her pay check to a financial institution of the employee’s choice, if and when the Chief Human Resources Officer and Auditor-Controller determine it is feasible.
ARTICLE IV   GENERAL PERSONNEL PROVISIONS

Section 1.  Probation

A.  New Probation

1.  Full-Time Employee

A new or reemployed employee employed in a regular or limited-term position shall be placed on new probation for twenty-six (26) weeks from the date of appointment ending with the first (1st) day of the pay period following completion of said period.

2.  Part-Time Employee

A new or reemployed employee employed in a part-time regular or limited-term position shall be placed on new probation for one thousand forty (1,040) paid hours, exclusive of overtime, ending with the first (1st) day of the pay period following completion of said period.

B.  Promotional Probation

1.  A regular or limited-term employee who is promoted, excluding a temporary promotion, shall be placed on promotional probation, except as provided in B.2., below. A full-time employee shall be placed on promotional probation for twenty-six (26) weeks from date of promotion, ending with the first (1st) day of the pay period following completion of said period. A part-time employee shall be placed on promotional probation for one thousand forty (1,040) paid hours, exclusive of overtime, ending with the first (1st) 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 or if the reclassification occurred as the result of a Classification Maintenance Review as defined in Article XVIII, Section 1.B, 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.
4. Except as provided in Section B.2., above, when a regular, limited-term or probationary employee from another bargaining unit voluntarily reduces or reassigns to a class in this bargaining unit in which the employee has never passed probation, such employee shall be placed on promotional probation for a period equal to the new probation periods set forth in Section 1.A.1. and 1.A.2., above.

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 Section 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 Section C.3., below.

b. An employee who fails promotional probation shall, upon request, receive a performance evaluation which shall be grievable only to Step 2 in the grievance procedure, 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 the employee’s former class provided that 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 the employee’s 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 the employee’s former occupational series closest to, but no higher than, the salary of the class that the employee occupied immediately prior to promotion and the employee 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 XV, NONDISCRIMINATION, may submit a grievance at Step 2 of the grievance procedure within ten (10) 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 (1,040) hours shall equal twenty-six (26) weeks and two thousand eighty (2,080) 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 Section 1.E. 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 if the leave is 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 suspended shall have his or her probation extended by the length of the suspension, with the extended probation period ending with the first (1st) 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 more than sixty (60) calendar days from the date on which the County receives the Appeals Officer's findings and

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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 that 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. With the mutual agreement of a new or promotional probationary employee and his or her department, the employee's new or promotional probation period may be extended at the sole discretion of the Chief Human Resources Officer for a period not to exceed one hundred eighty (180) calendar days provided such action is approved by the Chief Human Resources Officer before the normal probation period is completed. In such cases, the department shall advise IUOE in writing regarding the extension of probation as soon as practicable. Denial of a request to extend a probation period shall not be subject to appeal or hearing.

4. The Chief Human Resources Officer shall extend the probation period of employees with an employment authorization document which has an expiration date which would occur after the end of the probation period. Such probation periods shall be extended to coincide with the expiration date of the employment authorization document. In the event an employee's probation period is extended by the provisions of this Section, and such an employee serves a probation period which is longer than the normal probation period, such an employee may fail probation during the extended period only for failure to obtain a new, valid employment authorization document by the expiration date of the expiring employment authorization document.

5. A new or promotional probationary employee who is on paid Administrative Leave shall have his or her probation period extended by the length of the leave with the first day of the pay period after said extended date. The extended probationary period shall end on the final day of whichever pay period the extended probationary period falls.

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 with narratives and recorded in the employee's personnel file for all regular and limited-term full and part-time employees at least once each year; 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 and narratives 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. Adverse statements prepared by the County shall not be included in an employee's official personnel file unless a copy is provided 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 except those materials designated as confidential by law. Authorized Union representatives may inspect the official personnel file with the written permission of the employee.

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 Sections 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 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. As used herein, the term "personnel file" means any employee file in any County department where the person is or has been employed, or any central personnel file.

G. An employee's official personnel file shall only be open to inspection by authorized persons who have established a legitimate need to know or if such files are required to be disclosed by the court.

Section 4. Status of Limited-Term Employees

A. The provisions of this Section shall be applicable to all employees entering
limited-term positions.

B. 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.

C. 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 employee.

D. All limited-term employees who transfer to permanent funded positions shall serve a new probation period. Limited-term regular employees who transfer to permanent positions shall maintain their original hire date for purposes of vacation and Sick Leave accrual, retirement and layoff. Such limited-term employees who are serving a new probationary period in permanent positions when a layoff occurs shall be considered to have the same employment status as regular and promotional probationary employees for the purpose of determining order of layoff, provided that the total new probation period served exceeds six (6) months.

E. 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 Section F., below.

F. 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 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.

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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 one (1) year.

Section 6. Reemployment of Employees on Disability Retirement

A. The County will advise employees retired for physical disability to contact the Orange County Employees Retirement System (OCERS) to determine the impact of reemployment on their disability retirement benefits prior to accepting reemployment.

B. Employees retired for physical disability who have contacted OCERS for advice and counsel under Section A, above, within two (2) years from their date of retirement, or date their disability retirement is discontinued, request and have been counseled as required above 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 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.

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Section 8.  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.

Section 9.  Training

A.  Upon approval of the Department Head, employees may participate in various County sponsored training programs.

B.  During the term of this Memorandum, the Union may request specific training or development opportunities for various employees in this Unit. The County agrees to discuss such requests with the Union and consider implementation.

C.  Employees in the class of Trades Helper assigned to the Facilities Operations Division of the Orange County Public Works Department, or its successor, may opt to bid on other vacant Trades Helper assignments in order of their seniority in the Trades Helper class.

The employee may request to be reassigned after sixty (60) days. Management may reassign an employee after sixty (60) days or discontinue the assignment based on economic operational or other necessity (after consultation with the Union, the sixty [60] day period may be waived if unforeseen circumstances arise). Except as provided above, all assignments shall be considered permanent.

Section 10.  Requirement to Perform Running Maintenance

Primary Engineers standing a watch shall be required to perform running maintenance duties.
ARTICLE V       LEAVE PROVISIONS

Section 1.       Sick Leave

A. Accumulation 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 seventy-two [72] hours per year).

2. After an employee has been paid for six thousand two hundred forty (6,240) 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 ninety-six (96) hours 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.

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 critical illness of a member of his or her immediate family, provided that such absence shall be limited to a maximum of twenty-four (24) working hours for each occurrence. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother,
mother-in-law, step-parent, brother, sister, wife, husband, registered
domestic partner, child, stepchild, grandparent, grandchild or legal
guardian.

5. 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 the time period specified in Labor Code
section 233. For purposes of this Subsection “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).

6. 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 child care 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.

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 or other satisfactory evidence of illness,
injury or medical condition stating the nature of the illness or injury
and the period of disablement.

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8. Absence from duty because of personal emergencies or 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 twenty-four (24) hours of sick leave per fiscal year may be donated as a part of the County’s Catastrophic Leave Donation plan.

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., B.7., or B.9., 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. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other approved evidence of illness, injury, 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

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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.

D. 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.

E. The County shall be responsible for preventing the abuse of Bereavement Leave. If the County reasonably suspects an employee is abusing or misusing Bereavement Leave, the County may require the employee to furnish adequate proof of attendance at the funeral or arrangement of the funeral prior to providing payment for such leave. Such proof may include, but is not limited to: a program or pamphlet from the funeral services, a receipt from the funeral home/services venue, death certificate, obituary, etc.

Section 3. Authorized Leave Without Pay

A. Departmental Leave

Upon request, a regular, limited-term or probationary employee may be granted an 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 10, 11.A., and 12., below. The Department Head may require that all accumulated compensatory leave time be used prior to granting of Departmental Leave. The use of earned vacation 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 subsections 2. and 3., below. Such Leave may be authorized only after an employee’s completion of an Departmental Leave and after all compensatory time and vacation accruals have been applied toward payment of the absence.
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 subsections 5. and 6., below, shall not apply.

3. An employee who has requested and identified a valid need for Family Leave pursuant to Article V, Section 12, 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 and sick leave have been used;

   b. When Official Leave involves the circumstances covered by Section 1, subsections B.4, B.5 or B7 of this Article – after all accumulated compensatory time, vacation and sick leave (to the extent available to the employee for such use) have been used;

   c. When Official Leave is used for all other reasons - after all accumulated compensatory time and vacation accruals have been applied toward the absence.

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 the required 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 10, 11 and 12 in this Article, the department shall: (a) indicate on the request its decision as to whether the request should be granted, modified or denied; (b) promptly transmit the request to the Chief Human Resources Officer; and (c) deliver a copy to the employee.

6. If the department modifies or does not approve a request for Official Leave, the employee may, within fifteen (15) calendar days of said action, file a request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.

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7. An Official 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. apply.

3. An employee who has been absent without pay for twelve (12) months due to a Leave granted pursuant to Sections 3, 4 and/or 10 of this Article shall be considered to have automatically resigned his or her employment with the County under the provisions of Section 9, below, unless he or she returns to work at the end of the twelve (12) months or receives approval for an extension of his or her leave.

Section 4. Official Leave for Non-Occupational 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 non-occupational disability including disabilities related to pregnancy and childbirth provided that the employee meets the following conditions:

1. A medical statement setting forth the need for the leave, start date of the leave, the expected date of return and the period of disability shall be submitted with the Leave request.

2. Such Leave shall begin after all accrued sick leave, compensatory time and vacation time have been applied toward the absence.

3. Unless otherwise required by law, the employee has been paid for six thousand two hundred forty (6,240) 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 twelve (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 per twelve (12) month period.

Section 5. 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 a medical condition shall not be permitted to resume work until and unless the employee obtains a medical clearance from a physician designated by the County.

Section 6. 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. Any hours worked beyond the regularly scheduled workday shall be subject to the workweek and overtime provisions (Article II). Employees called for jury duty shall have their regular schedule converted to a Monday through Friday day shift during the jury duty period.

Section 7. 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 or where the subpoena is related to the employee’s employment with another employer, 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 8. Leave for Union Business

A. Leave Without Pay - Subject to the staffing needs of the County, employees who have been officially appointed or elected by Local 501, AFL-CIO, to serve as officers or delegates may, upon written request of the Union, be granted a temporary Leave(s) of Absence Without Pay, not to exceed an aggregate total of fourteen (14) calendar days annually for the
Unit, to attend official Union functions, provided that:

1. The Leave is requested in writing at least three (3) days in advance. Such request shall be made for a specified purpose and length of time, and

2. the Union shall not request that such Leave be effective for more than three (3) employees on any workday, and

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. **Reasonable Released Time** – Employees shall be entitled to (paid) released time under the following circumstances:

1. When attending negotiations meetings with the County, including a reasonable amount of time before and after such meetings to plan with bargaining team colleagues (generally not to exceed two [2] hours);

2. When attending meetings with County officials regarding employee grievances, discipline or arbitration hearings (See Article X, Section 5.A);

3. When attending Union Board of Directors meetings (as a member of the Board of Directors)

   An employee who wishes to attend one of the foregoing meetings shall provide his or her supervisor with reasonable advanced notice of the time, location and expected duration of the meeting. An employee may not interrupt or leave his or her job to attend one of the foregoing meetings if his or her supervisor determines that the interruption or absence will unduly interfere with the work of the employee's unit. However, an effort will be made to grant such time off as soon as it is feasible to do so.

C. **Attendance at other Union Meetings** – employees may attend other Union-related meetings, such as general membership meetings, Union trust meetings, Union Steward meetings, Union training and committee meetings, provided the employees provides reasonable advance notice of the time, location and expected duration of the meeting, and the supervisor determines that attendance at the meeting would not adversely affect County operations. An employee must use accrued paid leave time (e.g., vacation or compensatory leave time) to attend such meetings if the meetings are held during the employee’s scheduled work day.

**Section 9. Absence Without Authorization**

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A. Absence without authorization, whether voluntary or involuntary, for three (3) consecutive working days shall be considered an automatic resignation from County employment as of the last date on which the employee worked or the last date the employee was to return to work from an authorized absence.

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

C. When an employee has been absent without authorization and the County plans to invoke the provisions of Section 9.A., above, at least ten (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 subsection 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

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for purposes of continuity of employment and other appropriate benefits, unless the department determines it is appropriate to use sick leave, compensatory time, vacation 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 resignations shall not be considered a discharge under the provisions of Article IX, DISCIPLINARY ACTION.

Section 10. 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 expected 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 vacation and compensatory time has been applied toward the absence.

B. Unless otherwise required by law, employees shall not be eligible for more than one (1) such Leave within any twelve (12) month period.

C. Sick leave must 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 nature of the medical condition and period of disability.

D. Pregnant employees may also apply for a Non-occupational 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 11. Workers' Compensation Leave

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A. When an injury is determined to be job-related in accordance with Article XII, Section 1.B., a regular, limited-term or probationary employee shall be placed on Workers' Compensation Leave. If such determination cannot readily be made, or there is a subsequent disagreement regarding the determination of Workers' Compensation Leave, and all sick leave has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made notwithstanding the provisions of Section 3.B., above.

B. Workers' Compensation Leave shall terminate when the employee:

1. is determined to be physically able to return to work by a County-designated physician; or

2. is determined to be physically able to return to work with medical restrictions which the department can accept; or

3. accepts employment outside the County; or

4. accepts employment in another County position; or

5. is permanently disabled; or

6. elects retirement as provided by law.

7. an employee who does not return to work within two (2) weeks of the end of his or her Workers' Compensation Leave pursuant to this provision, shall be considered to have automatically resigned his or her employment with the County under the provisions of Section 9, above.

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.

D. If an employee's Workers’ Compensation Leave expires and the employee is absent without authorization, the provisions of Section 9. of this Article shall apply.

E. For employees on Workers' Compensation Leave, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 12. 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 this leave. Rights and obligations which are not specifically set forth below are set forth in the U.S. Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA) and the regulations of the Department of Fair Employment and Housing implementing 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 or her job, except for leave taken for disability of account of pregnancy, childbirth or related medical conditions.

   b. The birth of a child and in order to care for the newborn child within one (1) year of birth.

   c. Placement of a child for adoption or foster care within one (1) year of the placement.

   d. An employee's presence is needed to attend to a serious health condition of the employee's child, spouse, parent or a 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 service member 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. Employees must request and identify their need for Family Leave. The County and IUOE agree that certain other types of leaves 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

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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 a disability due to pregnancy shall run concurrently with leave taken under the California Pregnancy Disability Act (See Section 4 of this Article). A family member may also be entitled to an additional twelve (12) weeks of bonding time under the CFRA.

7. The twelve (12) month period for calculating leave entitlement will be based on the calendar year (January 1 to December 31).

8. When a request for Family Leave is approved, the department shall determine whether sick leave, compensatory, and/or vacation time is to be applied. Such determination shall be consistent with other leave provisions of this Agreement and shall give consideration to the circumstances and the wishes of the employee. The use of sick leave shall be restricted to those circumstances which qualify under the provisions of Article V., Section 1.B.

B. Notification Requirements

1. If the Family Leave is foreseeable, the employee must provide the department with thirty (30) calendar days’ notice of his or her intent to take Family Leave.

2. If the event necessitating the Family Leave becomes known to the employee less than thirty (30) calendar days prior to the employee’s need for Family Leave, the employee must provide as much notice as possible. In no case shall the employee provide notice later than five (5) calendar days after he or she learns of the need for Family Leave.

3. For foreseeable leave due to a qualifying exigency, an employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

4. When the Family Leave is for the purpose of the scheduled medical treatment or planned medical care of a child, parent, spouse or
registered domestic partner, the employee shall, to the extent practicable, schedule treatment and/or care in a way that minimizes disruption to department operations.

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 service member who is a child, spouse, registered domestic partner, parent 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 members is on active or called to active duty in a foreign country with the dates of active duty service. 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.

Section 13. Catastrophic Leave

The County will administer a Catastrophic Leave procedure designed to permit limited individual donations of vacation, sick leave (24 hours maximum per fiscal year), and/or compensatory leave time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition or other serious circumstances.

Section 14. Leave Language Working Group

Upon adoption of the MOU, the County and IUOE agree to establish a working group CP – 42
to clarify language regarding Leaves of Absences, including streamlining language for understandability and ensure compliance with statutory requirements.
ARTICLE VI  VACATION

Section 1.  Accumulation of Vacation

A.  During the first three (3) years of employment, a full-time employee in a regular or limited-term position shall earn .0385 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately two [2] weeks per year). Part-time employees will earn vacation on a pro-rated 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 .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately three [3] 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 .0577 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 a full-time employee completes ten (10) years of continuous full-time County service (20,800 hours), an employee in a full-time 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 20,800 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.

D.  The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with less than ten (10) years of continuous County service shall be two hundred forty (240) hours. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with ten (10) or more years of continuous County service (20,800 regularly scheduled hours) shall be three hundred twenty (320) hours. 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. An Official Leave of Absence shall cause the aforementioned ten (10) years (Article VI, Section 1.C.) of full-time County service to be postponed a number of calendar days equal to the Official Leave.

C. 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 ten (10) years (Article VI, Section 1.C.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.

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

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

F. 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.

G. No scheduled vacation will be cancelled by the department, except in cases of emergency.

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

I. 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 an Election Board Officer or Election Night Help.

J. 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.

K. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the department, apply the period of previous County continuous service for the purpose of determining vacation and sick leave earning rates.

L. Vacation Scheduling and Vacation Cash Outs

1. Vacations shall be scheduled by the department. The County shall schedule on a County seniority basis those vacation requests which have a sum total for the calendar year of less than or equal to the vacation entitlement earned in two thousand eighty (2,080) hours.

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2. After all vacation requests for the one (1) year entitlement are scheduled, the County shall schedule on a County seniority basis the portion of vacation requests for a calendar year which exceed the amount of vacation earned in two thousand eighty (2,080) hours.

3. Vacation requests for the calendar year must be submitted by March 1st to receive consideration on a seniority basis.

4. All vacation scheduling shall be done by the department with due regard to the needs of the County work schedule. When circumstances require, the department may reject an employee's request for vacation scheduling subject to the grievance procedure.

5. Employees in the classes of Plant Operating Engineer and Assistant Plant Operating Engineer shall request vacation time off at least fourteen (14) calendar days before the beginning of the pay period in which the requested time off falls, except in emergencies. Employees shall request compensatory time off at least seven (7) calendar days before the beginning of the pay period in which the requested time off falls, except in emergencies.

M. An employee may request to be paid in either two (2) separate increments of up to twenty (20) hours each or one (1) increment of up to forty (40) hours of accrued vacation in each fiscal year.

Payment shall be made upon request unless the Department determines it is not economically feasible. In such case, payment shall be made as soon as feasible.
ARTICLE VII  HOLIDAYS

Section 1.  Holidays Observed

A.  Except as modified below, 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. When Christmas Day, New Year’s Day, Lincoln’s Birthday, Independence Day or Veteran’s Day, falls on a Sunday, the next day (Monday) shall be observed as the holiday unless an employee is required to work on December 25, January 1, February 12, July 4 or November 11 as part of his or her normal work schedule. In such cases the employee may, with department approval, observe the holiday on December 25, January 1, February 12, July 4 or November 11. Under no circumstances shall an employee receive holiday compensation for both the actual day of observance of the holidays and the following Monday.

C. When Christmas Day, New Year’s Day, Lincoln’s Birthday, Independence Day or Veteran’s Day, falls on a Saturday, the Friday immediately preceding shall be observed as the holiday unless an employee is required to work on December 25, January 1, February 12, July 4 or November 11, as part of his or her normal work schedule. In such cases the employee may, with department approval, observe the holiday on December 25, January 1, February 12, July 4 or November 11. Under no circumstances shall an employee receive holiday compensation for both the actual day of observance of the holidays and the Friday immediately preceding.

Section 2. Eligibility for Holiday Pay

A. An employee must be paid for all 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 (1st) 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 on the holiday. 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 on the holiday.

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 and/or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked. Work performed on a holiday which is overtime as defined in Article II, Section 1, shall be compensated as provided in Article II, Section 3.

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 (1½) 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. There shall not be any duplication or pyramiding of rates paid under this Section. The total amount of holiday pay received under Section 3.A above and holiday compensatory time received under Section 3.C above, shall not exceed the total number of hours that the employee is regularly scheduled to work on a shift.

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

F. Full-time employees who are on a pay status during the pay period which includes March 1st 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.

G. 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, as provided in Article II, Section 4.C.2. of this Agreement.
ARTICLE VIII  REIMBURSEMENT PROGRAMS

Section 1.    Mileage Reimbursement

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, including mileage driven to respond to an unscheduled Call Back (per Article II, Section 5.C) shall be paid at the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.

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.    Tools/Safety Work Boots

A. Crafts persons who are required to furnish their own tools shall be eligible for reimbursement for tool and/or safety work boot purchases to replace tools or in their County required complement to a maximum of two hundred fifty dollars ($250.00) per fiscal year. Crafts persons whose Agencies/Departments supply all the necessary tools needed to perform the work are not eligible for the tool reimbursement. Department management will determine the list of necessary tools per classification.

Approved classes for tool reimbursement shall include:

- Metalsmith
- Carpenter
- Plumber
- Electrician
- Elevator Mechanic
- Environmental Control Systems Specialist
- Facilities Mechanic
- Facilities Mechanic Leadworker
- Locksmith
- Air Conditioning Mechanic
- Trades Helper

B. Employees who are required to furnish their own safety work boots shall be eligible for reimbursement up to a maximum of three hundred dollars ($300) per fiscal year. Per E. below, a Department Head may authorize the provision of safety work boots for employees in additional classifications who are required to furnish their own safety work boots, up to a maximum of three hundred dollars ($300) per fiscal year. As designated by the Department Head, compensation for safety work boots may be provided through a stipend, boot-mobile, voucher, or a reimbursement.

C. The County shall replace or furnish insurance protection for employee owned
trades and crafts tools, required by the department to be used in the performance of the employee's duties, against loss sustained on County owned or controlled property, resulting from theft, and arising out of the activities related to the employee's regularly assigned work duties, provided that loss attributable to negligence of the employee shall not be covered. For each incident, a deductible of twenty-five dollars ($25.00) will be applied to each employee's loss. The payment of claims under such coverage shall not be appealable under the grievance procedure.

D. If stolen tools are recovered in an undamaged condition and replacement tools have been secured, the employee shall return to the County the replacement tools. When the replacement tools are returned to the County, the employee shall receive from the County a twenty-five dollars ($25.00) cash refund in consideration of the twenty-five dollars ($25.00) deductible. If replacement tools have not been secured, the employee shall return all reimbursement funds received from the County.

E. For employees in classifications not provided safety work boots, but who are authorized by the Department Head to receive safety work boots, the following applies:

1. As a result of their duties, the employees are required to wear safety compliant work boots.
2. There is written documentation on file of the Risk Management and/or the Department Safety Manager assessment and the justified business need for the employees to wear safety compliant work boots.
3. There is written documentation on file detailing the classifications that qualify for safety work boots. The documentation shall be based on classification within the department or specific division/s – unit/s.
4. If the safety work boots are not required to be worn frequently (e.g., twice weekly) the Department Head may authorize provision of safety work boots on a less frequent basis.
5. The department is able to absorb any increased costs within its existing budget.
6. Employees are only entitled to receive one form of safety work boot provision (i.e., stipend, boot mobile, voucher or reimbursement per fiscal year or as otherwise described above).

F. Each department has the option to implement specific safety work boot policies for employees in the designated and/or approved classification who are required to wear compliant protective footwear.

Section 4. Educational and Professional Reimbursement

Effective February 14, 2020, eligible employees may receive educational and professional reimbursement at a maximum of $10,000 per fiscal year. Terms and conditions for this reimbursement are set forth in the Personnel and Salary

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Resolution (PSR).
ARTICLE IX  DISCIPLINARY ACTION

Section 1.  Reprimand and Substandard Performance Evaluation

A.  No regular, limited-term or promotional probationary employee shall receive a written reprimand or a substandard performance evaluation (i.e. a rating of “does not meet performance objectives”) except for reasonable cause.

B.  A written reprimand or substandard performance evaluation (i.e. a rating of “does not meet performance objectives”) given to a regular, limited-term or promotional 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.  Notice and Pre-Disciplinary Hearing Procedures for Suspension, Reduction or Discharge

A.  In situations involving (1) a suspension of a regular or, limited-term employee for more than five (5) days; (2) a reduction (demotion) of a regular or limited-term employee; or (3) the discharge of a regular or limited-term 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.  In suspending a regular, limited-term or promotional probationary employee for five (5) days or less, the above notice requirements shall be complied with not more than ten (10) days after the effective date of the suspension.

However, if an employee is notified of a suspension which will be effective before the above notice is given, the employee shall:

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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.

C. Prior to the effective date of such suspension of more than five (5) days, or 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.

D. An employee shall be given reasonable time off without loss of pay to attend a disciplinary hearing.

E. An employee may represent him or herself or may be represented in the disciplinary hearing by IUOE.

F. An employee shall receive written notice sustaining, modifying or canceling a proposed discharge on or prior to the effective date of such action.

G. An employee shall receive written notice either sustaining, modifying or canceling a proposed suspension, reduction or discharge prior to the effective date of such action except that such written notice may be given after the notice referenced in Section 2.

H. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 3. and 4. of this Article.

I. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 5. of this Article.

Section 3. Suspension

A. No regular, limited-term or promotional 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 Article X, 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 4. Reduction

A. No regular employee or limited-term employee shall be reduced to a position in a lower class 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 X, an appeal of reduction 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 5. Discharge and Right of Appeal

A. No regular or limited-term 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 Article X, a discharge may be appealed directly to arbitration.

Section 6. Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be 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 regarding an employee’s offer to take, 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 including, but not limited to, matters which may be appealed through the Orange County Merit System Selection Rules and Appeals Procedure or the Workers' Compensation Appeals Board.

3.  position classification.

4.  performance evaluations with a rating of “meets” or “exceeds” performance objectives.

Section 2.  Basic Rules

A.  If an employee does not present a grievance/appeal within the grievance timelines and the parties do not reach mutual agreement to extend the time limits to present a grievance/appeal, or the employee 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, the employee shall be informed in writing and the employee may file the grievance at the next step in the procedure. By mutual agreement of the County and the Union, Steps 1 of the grievance 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. IUOE may appeal this decision to the Board of Supervisors.

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Section 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.

Section 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.

Section 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 at Step 1.

Section H. In order to encourage frank discussion and compromise in attempting to resolve grievances, the County and Local 501 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 him or herself or may be represented by IUOE in the formal grievance/appeal procedure. An employee is not entitled to be represented by privately retained counsel during the grievance process or arbitration hearing.

B. Authorized grievance/appeal representatives shall be regular employees in the same Representation Unit as the grievant/appellant who are members of and are designated by IUOE to represent employees for purposes of the grievance/appeal procedure. IUOE 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.

C. IUOE staff representatives may represent the employee at Steps 1 and 2 of the internal grievance/appeal procedure and in arbitration.
D. If an employee chooses not to be represented by the Union, the Union may have a Union staff representative present at applicable final step of the grievance procedure and, if necessary, shall have the right to present the Union’s interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance.

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 to resolve the matter, as prescribed herein, 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 to resolve the grievance/appeal, as prescribed herein, or to investigate the action grieved/appealed through discussion with the grievant/appellant or other employees, or through review of appropriate County records 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 unless his or her supervisor determines that such interruption or absence will not 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.

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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. **Internal 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**

If an employee has a problem relating to an interpretation or application of this Memorandum of Understanding, the employee may formally submit a grievance to the Department Head or their designee within fourteen (14) calendar days from the occurrence which gives rise to the problem. 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 their 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**

If the grievance/appeal is not settled under Step 1 and it concerns:

A. an interpretation or an application of this Memorandum of Understanding;

B. a performance evaluation with a rating of “does not meet performance objectives”;

C. deferral or denial of a merit increase, or a dispute about the number of steps granted; or

D. a written reprimand;

it may be appealed in writing to the Chief Human Resources Officer within seven (7) calendar days after receipt of the written decision from Step 1. Appeal of a probationary release alleging discrimination and/or suspension and/or a reduction ordered by a Department Head or his or her designated representative may be submitted in writing at Step 2.
within ten (10) calendar days after receipt of the notice of probationary release alleging discrimination and/or suspension and/or reduction. Within fourteen (14) calendar days after receipt of the written grievance/appeal, the Chief Human Resources Officer or his or her representative 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 in B., C.; and D., above, shall be final and binding and shall not be referable to arbitration.

A grievance alleging discrimination shall first be referred to the County Equal Employment Opportunity (EEO) Office for intake, review, and if applicable, investigation. The grievant/appellant and, if applicable, the IUOE representative shall be notified in writing of the grievance being referred to the EEO Office. The timelines for a grievance alleging discrimination shall automatically be held in abeyance until the EEO Office has completed its intake, review, and if applicable, investigation. Once the EEO Office has completed the intake, review, and if applicable, investigation, the grievant/appellant and, if applicable, the IUOE representative shall be notified in writing the time limits for processing the grievance shall resume.

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 by IUOE to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance.

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 the agreed upon arbitrator and 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 2, it may be presented to the Chief Human Resources Officer within seven (7) 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 a representative of
IUOE and shall be submitted in writing as follows:

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 this Memorandum?

d. 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.

2. Findings of Facts and Remedies

a. Findings of Facts

An arbitrator’s decision shall set forth the findings of fact as to each
of the charges and the reasons therefore. The arbitrator may
sustain, modify or rescind an appealed disciplinary action as follows
and subject to the following restrictions:

b. Remedies

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

2) 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.

3) Discharges

a. If the arbitrator finds that the order of discharge should
be modified, the employee 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
employee was removed from duty, as determined by the
arbitrator.

b. If the arbitrator finds that the order of discharge should
be rescinded, the employee 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.

c. **Restriction on Remedies**

1. The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the employee was reduced or removed from duty, which results from the appealing party’s request for written briefs and/or a transcript of the arbitration proceedings.

2. Restoration of pay and benefits shall be subject to deduction of all unemployment insurance (if not deducted by Employment Development Department) and outside earnings which the employee 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 IV, Section 1.C. 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 XV, NONDISCRIMINATION, of the Memorandum of Understanding between the County and IUOE?

   b. If so, what shall the remedy be under the provisions of Article X, Section 8, B.2., Findings of Facts and Remedies, of the Memorandum of Understanding between the County and IUOE?

2. **Findings of Facts and Remedies**

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

   b. In the event the arbitrator finds a violation of Article XV, 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 XV, 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:

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1. Sustain the probationary release.

2. Reinstate the employee 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. Reinstate the employee 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. If the grievance/appeal is decided by an arbitrator, the grievant/appellant and IUOE relinquish any current or future claim to seek or obtain remedy through any other County appeal procedure.

2. Except as required by law, the cost of an arbitration (court reporter, arbitrator fees, and costs associated with arbitrator selection) shall be shared equally in all cases by the County and the appealing party except when the appealing party solely alleges discrimination under Article XV, 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.

3. Grievance/Appeal hearings by an arbitrator shall be private.

4. 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.

5. 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 Mediation and 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.

6. 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.

7. 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. It is the responsibility of the party requesting the witness’ testimony to arrange for that witness to be present.

8. 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.

9. 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.

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10. By the mutual agreement of the parties, the County shall be allowed to have at least one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times. The Union shall not unreasonably withhold agreement.

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 fewer 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. Such skills or knowledge must be required on a regular and repetitive basis for this exemption to apply.

C.  When two (2) 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 Lists, 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 implemented, 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 in the class designated for layoff, except that an employee with the equivalent of five (5) or more years of continuous service with the County, either in the class designated for layoff or in the Trades Helper class, shall receive credit for all continuous service with the County.

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

1.  Where a class has a dual or multiple concept, 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 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>
<tr>
<td>Second - New Probationary</td>
<td>Determined by Department</td>
</tr>
<tr>
<td>Third - Regular/Promotional Probationary</td>
<td>Layoff Points</td>
</tr>
</tbody>
</table>

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.

Section 3. Computation of Seniority/Layoff Points

Seniority/Layoff Points:

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

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

Demerit Points

For a rating of “does not meet performance objectives” on the last “Final Review of Performance” 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 points shall not be applied to an employee seeking to enter a lower class through voluntary reduction in lieu of layoff.

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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.

C. The notice of layoff shall include the reason for the layoff, the proposed effective date of the layoff, the employee's hire date, the employee's layoff points, a list of classes in the employee’s occupational series within the layoff unit, the employee's rights under Sections 5. and 6., 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 (3rd) 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 (3rd) 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 persons shall be placed on DEPARTMENTAL REINSTATEMENT LISTS as provided in subsections 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 a 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 a 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.


The names of persons who were voluntarily reduced under the provisions of Section 6. shall be placed on a 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 an 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 eligibles shall be certified. Eligibles certified from COUNTY PREFERRED ELIGIBLE LISTS shall be considered prior to eligibles certified from lower ranking eligible lists. Appointments shall be made only from eligibles 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.

3. An employee who upon retirement signs a statement electing not to be eligible for reemployment under this provision shall have his or her name excluded from the aforementioned lists.

D. In the event two (2) or more agencies/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 IUOE 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 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 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 and vacation, 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 IV, 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 at the salary level as if the employee had been on a Leave of Absence Without Pay. 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 (1) from which the employee was reduced, the employee shall be deemed returned to the class from which the employee had been reduced as provided above and the employee's salary shall be determined by treating the employee as though he or she is being promoted from such class.

Section 9. Seniority for Union Stewards and Officers

The Union may designate up to three (3) Union Stewards to receive super-seniority solely for purposes of layoffs. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed pursuant to Section 3., above.
ARTICLE XII  ON-THE-JOB INJURY, WORKERS' COMPENSATION
SUPPLEMENT PAY

Section 1. On-the-Job Injury

A. 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.

B. Workers' Compensation Supplement Pay [this provision will be in effect for
all injuries which arise on or after October 21, 2014 through February 13,
2020]

1. 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, and vacation in that order.

2. 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,
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, or vacation expended or since the first (1st) day
of disability shall be restored to the employee's account(s).

3. The 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 (1st) fifteen
(15) consecutive calendar days from the date of the injury shall be
considered County service for completion of the probation period.

4. While an employee is receiving temporary disability payments, the
employee may, at his or her option, use sick leave, compensatory
time, and vacation, in that order, to supplement such pay so that the
employee receives not more than his or her regular salary during the
employee's industrial injury leave.

5. 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 and vacation
earning rates.

C. Workers' Compensation Supplement Pay [this provision will be in effect for
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all injuries which arise on or after February 14, 2020]

1. 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 workers' compensation temporary disability benefit, shall equal eighty percent (80%) of the employee's base salary for a period not to exceed one (1) year including holidays.

2. 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 and/or vacation, in that order.

3. While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any sick leave, compensatory time or vacation time previously accumulated by the employee. The employee shall not accrue sick leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.

4. When an injury is determined to be job-related by the County or by the Workers' Compensation Appeals Board, eighty percent (80%) of all sick 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 percent (80%) of all sick leave, compensatory time and/or vacation expended since the first day of disability shall be restored to the employee's account(s).

5. The 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 completion of the probation period.

6. When an employee is no longer entitled to receive workers' compensation supplement pay, the employee may, at his or her option, use sick leave, compensatory time, and vacation, in that order, if the employee is compelled to be absent from duty as set forth in paragraph B.2., above.

7. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation CP – 75
of County seniority and determination of sick leave and vacation earning rates.

D. **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 eighty (80) working hours for a full-time employee or fourteen (14) 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 the Union 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. The Union 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. Violation of reasonable safety rules shall be cause for disciplinary action, including discharge.

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 Engineer 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. Protective clothing and devices currently available to employees shall remain available.

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, a Union 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 the Union 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 Union may designate up to four (4) safety representatives, one (1) of whom shall be from the Sheriff's Department, one (1) from the Airport and two (2) from OC Public Works.

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; and
b. 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.
ARTICLE XIV   UNIFORMS AND WORKCLOTHES

The County will provide and/or launder three (3) sets of uniforms or coverall type garments per week for employees in the classes of Painter and Metalsmith.

The County will continue the current system of making available or providing appropriate clothing and/or laundering of clothing for all employees in the unit who are currently receiving that service.
ARTICLE XV  NONDISCRIMINATION

Section 1.

The County and the International Union of Operating Engineers, Local 501, 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.

The International Union of Operating Engineers, Local 501, shall not discriminate in membership or representation as required by State and Federal law.
ARTICLE XVI  

INSURANCE

Section 1. Health Plans 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 premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

   a. Employee Only Coverage – eighty-five percent (85%) of the employee’s premium or ninety percent (90%) of the employee’s premium if the employee completes the Healthy Steps (wellness incentive) program;

   b. Employee and Dependent Coverage - seventy percent (70%) of the total health plan premium for each employee and such employee’s eligible dependents or seventy-five percent (75%) 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 program.

4. The health plans and their premiums are adopted by, 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 Sharewell Choice PPO plan:

   a. Employee Only Coverage – forty-five percent (45%) of the employee’s premium or fifty percent (50%) 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 percent (32.5%) of the total health plan premium for each employee and such employee’s eligible dependents or thirty-seven and one-half percent (37.5%) 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 Coverage – one hundred percent (100%) of the premium;

   b. Employee and Dependent Coverage – 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 Steps 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 by, 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, the County will pay the full cost of employee and dependent coverage for each EME. Employees must report any subsequent changes in marital status such as legal separation or divorce, within thirty (30) days CP – 83
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 V, Section 12 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 through December 31, 2023, active employees are pooled separately from retirees for purposes of setting premiums for participation in County offered health plans.

H. 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 twenty (20) percent. Active employee premiums (contributions/payroll deductions) shall not increase beyond the actuarially determined increases related to active employee claims experience.

Section 2. Health Plan Enrollment

A. New eligible employees will be enrolled in the health plans of their selection effective the first (1st) 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 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 (1st) day of the month following thirty (30) days from the date of return, unless otherwise required by State/Federal law.

B. 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.

C. 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.

D. 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 relevant Federal or California State requirements of coverage at each Open Enrollment.

E. Employees who are enrolled in a County health plan at the time of retirement will be given the opportunity to elect and enroll in a Retiree health plan. 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. Dental and Vision Insurance Coverage

The County agrees to discuss changes with IUOE to Section 3. (Dental and Vision Insurance Coverage) regarding the administration of dental and vision coverage for employees in the CP Unit.
Section 4. Other Insurance

The County will provide to all regular, limited-term, and probationary employees the following:

A. Basic life insurance and accidental death and dismemberment insurance will be provided in the amount of ten thousand dollars ($10,000) per full-time employees in the Unit without proof of insurability. 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 required proof of insurability. Employees will have the option to purchase additional 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.

1. Short-term Disability Insurance Plan at no cost to the employee to provide, after sick leave is exhausted, sixty percent (60%) of salary, for up to one (1) year for certified non-occupational injury or illness. The plan will also provide for continuation of the County share of premium for health 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.

2. Long-term disability insurance coverage at no cost to the employee to provide up to sixty percent (60%) of salary with a maximum benefit of two thousand dollars ($2000) per month.

3. Benefits for employees covered under this MOU for both Short-Term and Long-Term Disability Insurance are subject to the limitations and provisions contained in the County’s Insurance Plan Document/Policy, that are applicable to the employees covered under this MOU.

Section 5. Premium Only Plan

The County will implement 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 6. Retiree Medical Plan

CP – 86
A. **Retiree Medical Grant**

Effective the pay period beginning on June 16, 2023, the Retiree Medical Grant benefits shall be frozen. Employees shall not accumulate additional service hours or credit toward eligibility for the Retiree Medical Grant as of June 16, 2023. Cost of living adjustments (COLAs) and age adjustments, other than the 50% grant reduction at age 65 for retirees eligible for Medicare, shall cease for employees retiring effective on or after June 16, 2023.

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. The County will: (a) fund the cost of the Plan; and (b) establish a trust to administer the Plan.

3. Upon paid County retirement, if eligible retiree 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 health insurance plan and/or Medicare premiums as provided below.

   a. Upon implement of the Plan, for eligible retirees the Grant shall be an amount based on ten dollars ($10.00) 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 health plan premiums no later than the effective dates of such changes, not to exceed three percent (3%) per year. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums. The adjustments to the Grant (COLAs) based on changes to health plan premiums as referenced in this section will cease to apply for eligible retirees who retire effective on or after June 16, 2023.

   b. The Grant will be adjusted as follows:

      1. The Grant will be reduced by seven and one-half percent (7.5%) per year for each year of age of the employee less than sixty (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. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.
2. The Grant will be increased by seven and one-half percent (7.5%) per year for each year of age the employee is greater than age sixty (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 seventy (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. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.


4. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first (1st) 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 sixty-five (65) on or prior to October 24, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

c. All current employees who become eligible for a Grant shall be provided a one (1) 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 October 24, 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 2. below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after October 24, 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 rate shall be calculated on base salary over the six thousand two hundred forty (6,240) 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 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). New employees hired on or after June 16, 2023 are not eligible for the Grant.

Employees who were employed by the County on or before June 15, 2023 with ten (10) or more years of credited service as defined under the Retiree Medical Plan Document, shall be eligible for the Grant. Employees who were employed by the County as of June 16, 2023 with one or more full years of credited service, as defined under the Retiree Medical Plan Document, have been given the option to elect keep their Grant, if otherwise eligible under the Retiree Medical Plan Document, or have the County make a contribution to the County Health Reimbursement Arrangement (HRA) based on their full credited years of service. The County contribution to the HRA will be made as soon as administratively feasible on or after June 16, 2023. If an employee has retired before June 16, 2023, the employee may only receive the Grant, if otherwise eligible under the Retiree Medical Plan Document, and will not be eligible to elect to receive the County HRA contribution.

The County contribution to the HRA will be eight hundred and fifty five dollars ($855) for each full year of credited service, as defined under the Retiree Medical Plan Document. There will be no County contribution for partial credited years of service.

Any employee who elects the Grant shall have the value of their Grant calculated based upon the credited years of service, as defined under the Retiree Medical Plan Document, up to a maximum of 25 years. Any employee whose years of credited service is greater than 25 shall receive eight hundred and fifty five dollars ($855) per each full year of eligible service beyond the 25-year cap contributed by the County to the HRA.
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 credited County service who receives a non-service connected disability retirement pension under OCERS shall not be eligible for a Grant.

c. A separated employee with fewer than ten (10) years of credited County service or is under normal retirement age and has requested a service or non-service connected disability retirement pension under OCERS shall not be eligible to receive either the Retiree Medical 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.

2. 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.

3. **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 the County service and elects deferred retirement status shall not become eligible for participation in the Grant.

4. For purposes of this Section, a full year of credited service shall be based upon CP – 90
those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2,080) 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.

D. Survivor Benefits

1. A surviving dependent of a retiree who was eligible to receive a Grant, as state above in A through C, and who qualifies for a monthly retirement allowance shall be eligible for fifty percent (50%) 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 Section D.1., above, or his or her own Grant, whichever is greater. Such retiree shall not be eligible for both Grants.

Section 7. Reopener

Reestablish 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.
ARTICLE XVII  UNION AND EMPLOYEE RIGHTS

Section 1. Employee Rights

The County shall not take any action for which the express or primary purpose is to hinder an employee from, or penalize an employee for, exercising any rights or receiving any benefits provided in this Memorandum.

Section 2. Payroll Deduction

A. Dues and insurance premiums paid by the members of the Craft and Plant Engineer Unit to IUOE shall be deducted by the County from the County warrants of those employees in this Unit who are members of the Union who elect to have their dues deducted in this manner. The County shall transmit the dues deducted to IUOE.

B. IUOE shall notify the County, in writing, as to the amount of dues uniformly required of all members of IUOE and also the amount of insurance premiums required of employees who choose to participate in such programs.

Section 3. Employee Information Listing

Once each quarter during the term of this Memorandum, the County shall provide IUOE with a complete and current listing of all employees in this Unit. Such listings shall include employee name, job classification, department, timekeeping location, salary, and such other information that may be needed pursuant to Article XVI, Section 2.

Section 4. Use of Bulletin Boards

Space shall be made available to the Union on departmental bulletin boards within the Representation Unit. Notice shall be dated and signed by the authorized representative of the Union responsible for its issuance.

Bulletin boards shall be used only for the following subjects:

A. Union recreational, social and related news bulletins;

B. Scheduled Union meetings;

C. Information concerning Union elections or the results thereof;

D. Reports of official business of Union including reports of committees or the Board of Directors; and

E. Any other written material which first has been approved by the CP – 92
Department Head.

Prior to posting, material described in paragraph E., above, shall be signed by an authorized representative of both Union and the Department Head.

Section 5.  Use of County Facilities

The Union may, with the approval of the Chief of Employee Relations, hold meetings of their members on County property during nonworking hours, provided request is made to the Chief Human Resources Officer as to the specific location and dates of the meeting prior to such meeting.

Section 6.  Change of Assignment for Union Stewards

Management shall not, whenever practicable, permanently assign a Union Steward to a different work location if the Steward objects to the assignment and there is another employee in the same classification who meets the specific qualifications for the assignment. However, a Steward shall not object to a change in assignment except for good cause.

Section 7.  Dues

A. The Union shall submit to the County a certified list of dues paying members which will be used by the County to determine from which employees to deduct monthly Union dues. In the event of an addition or subtraction to the certified list the Union shall submit an amendment to the County which will supersede the previous certified list.

B. The amount of dues shall be determined by IUOE and the County shall implement any change in the first (1st) pay period which commences thirty (30) days after the Chief Human Resources Officer receives written notice of the change.

C. Management Responsibilities

1. Payroll Deductions

The County shall deduct the dues from twenty-six (26) bi-weekly pay warrants of each regular, full-time employee in the representation unit whom the Union has certified as dues paying members. All dues deducted hereunder shall be promptly transmitted by the County to IUOE. The employee’s earnings must be sufficient after required deductions are made to cover the amount of dues authorized. When an employee is in a non-pay status for an entire pay period, no
deductions under this Article will be taken.

2. Notification of Change of Status

The County shall notify IUOE promptly of any employee who, because of a change in employment status, is no longer a member of the Craft and Plant Engineer Unit, or who is no longer subject to the provisions of this Article.

D. IUOE Responsibilities

Indemnification

IUOE agrees to indemnify and hold harmless the County for any loss or damage arising from the operation of this Article. The County shall, immediately upon receipt of notice of the commencement of any legal or administrative proceeding out of the operation of this Article, inform IUOE and shall fully cooperate with IUOE and shall provide IUOE with all information, documents and assistance reasonably necessary for the opposition, defense, settlement, trial or appeal of such proceeding. IUOE shall have the sole right to determine whether any such proceeding shall be opposed, defended, settled, tried or appealed.

Section 8. New Employee Orientation

New Employee Orientation (NEO), which is offered on an optional basis, in a classroom format on a monthly basis for newly hired County employees.

1. A regular, limited term or probationary employee who does not attend NEO within the first (1st) month of County employment (i.e., the newly hired employee has not attended the first (1st) monthly offering of NEO), will be eligible for paid release time to meet with IUOE, at the employee’s option, subject to the following:

    a. The paid release time does not exceed thirty (30) minutes, inclusive of any travel time; by mutual agreement of the County and IUOE, the amount of paid release time may be extended in any single instance due to extenuating circumstances;

    b. The request for release time must be made by either IUOE (i.e., an IUOE staff representative or an IUOE Steward as provided in subparagraph 2 below) and submitted to the department Human Resources Manager (or designee) and the employee’s supervisor or manager at least 3 business days in advance; and

    c. The paid release time will generally be scheduled adjacent to the employee’s regularly scheduled unpaid lunch break and at a date/time that does not
interfere with business needs.

2. An IUOE Steward (i.e., “authorized grievance/appeal representative” as defined in Article X - Grievance Procedure and Disciplinary Appeals under “Employee Representation”) will also be eligible for paid release time to meet with the newly hired employee referenced in subparagraph 1 above, subject to the following:

   a. The paid release time does not exceed thirty (30) minutes, inclusive of any travel time, in any single instance, unless the amount of paid release time is extended in any single instance by mutual agreement of the County and IUOE due to extenuating circumstances; and generally does not exceed one (1) hour total per department per pay period.

   b. The request for release time must be made by either IUOE or the IUOE Steward to the department Human Resources Manager (or designee) and the employee’s supervisor or manager at least three (3) business days in advance;

   c. The paid release time will generally be scheduled adjacent to the IUOE Stewards regularly scheduled unpaid lunch break and at a date/time that does not interfere with business needs; and

   d. Whenever practicable, an IUOE Steward will meet with all newly hired employees in the same department and/or work location as a group.
ARTICLE XVIII  POSITION CLASSIFICATION

Section 1.  Reclassification of a Position

A. Sections 2., 3. and 4. shall apply only to individual classification problems or studies involving small numbers of employees where the issue is a question of allocating a position from one (1) existing class to another. Classification Maintenance Reviews are excluded from the provisions of Sections 2., 3. and 4.

B. Classification Maintenance Review is defined as 1) any study which involves all positions in a class or series except for a class or series with five (5) or fewer positions; 2) any study which involves all positions in an organizational unit which is greater than five (5) positions; 3) any study in which the class concept, minimum qualifications or salary relationship is at issue.

Section 2.  Procedure for Requesting Reclassification of a Position

Step 1: An employee who believes his or her position is not properly classified may submit a written request to his or her Department Head that a classification study be conducted. Requests shall state the reasons the employee believes the present class is not appropriate and which class the employee believes is appropriate based on the employee's present duties.

Step 2: Appropriate department response to an employee's request for reclassification includes, but is not limited to, (a) denial of the request, or (b) forwarding of the request to the Human Resource Services with a recommendation that a classification study be conducted. If the request is denied, the employee shall be given a written statement of the reasons for the denial. If management denies the request or fails to respond within thirty (30) calendar days, the employee may submit the request to the Union for consideration.

Step 3: Within thirty (30) calendar days thereafter, the Union may request in writing that the Human Resource Services conduct a classification study of the position.

Step 4: If the Human Resource Services studies a position at the employee's request as provided in Section 2., Steps 1 and 2 and the employee does not agree with the County's decision, the employee may submit a request for a restudy to the Union. The Union may then request another study as provided in Section 2., Step 3.
Step 5: The Human Resource Services shall determine when the position was last studied and whether there has been a change of duties or change in classification structure which justifies restudy. If the restudy is justified, the employee shall be given a Position Description Form within fifteen (15) days. If not justified, the County shall notify the Union within fifteen (15) days. The Union may then request a consultant review as provided in Section 4.

Step 6: Within one hundred twenty (120) calendar days after the Human Resource Services receives the completed Position Description Form, the Human Resource Services shall notify the Union of the appropriate classification of the position.

Section 3. Limitations on Concurrent Studies

A. The County shall not be required to initiate a study if the total number of positions currently requested by the Union for reclassification studies plus this request exceeds ten (10) positions.

B. The ten (10) position limitation shall apply only to studies for which Position Description Forms have been initiated and shall not include studies which have been referred to or are pending referral to a consultant.

Section 4. Review of Disputed Position Classification Decisions

A. If the County does not respond at the end of one hundred twenty (120) days or if the Union does not agree with a position classification decision of the County, after the steps in Section 2. have been followed, the issue may be presented to a classification consultant for advisory review. Other provisions notwithstanding, no more than twenty-five (25) positions may be referred to a consultant per fiscal year.

B. The consultant’s review shall be documented on forms supplied by the County and used by the County for documenting its classification decisions.

C. The consultant shall have access to the organizational and classification files of the Human Resource Services and shall have the right to conduct the classification study in the manner the consultant deems most appropriate.

D. Any salary change for any employee resulting from a consultant’s advisory recommendation shall be effective no sooner than the beginning of the pay period following the decision of the County at Step 6 of the procedure described in Section 2., above.

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E. A consultant shall be chosen who has experience in conducting position classification analyses for local governmental agencies. The consultant will be chosen by a committee with an equal number of County and IUOE members. The cost of the consultant shall be shared equally by the County and IUOE.
ARTICLE XIX     DEFINED CONTRIBUTION

An employee in a regular or limited term position may, at his or her request, participate in the County's 457(b) Defined Contribution Plan.
ARTICLE XX PROVISIONS OF LAW

It is understood and agreed that this Memorandum is subject to all current and future applicable Federal and State laws and regulations. If any part or provision of this Memorandum is in conflict or inconsistent with such applicable provisions of Federal or State laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum shall not be affected thereby.
ARTICLE XXI RETIREMENT

Section 1. Retirement Benefit Levels

A. For Employees Hired Before January 1, 2013 or If Hired on or After January 1, 2013, are Not Considered “New Members” within the Meaning of the Public Employees’ Pension Reform Act of 2013 (PEPRA)

1. Except as set forth in Sections A.2 and A.3 below, 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.)

   a. 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.

   b. 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.

2. “1.62% at 65” Pension Formula Election for Employees Hired Prior to May 7, 2010

   a. Employees hired prior to May 7, 2010 will be eligible for the Pension Formula Election described below once the Board of Supervisors approves an implementing resolution (which shall be after pending tax issues have been resolved so that the election will not result in any negative tax consequences for eligible unit members). Eligible employees will have one hundred eighty (180) calendar days from that date within which to elect one (1) time only whether to terminate for future County service their pension calculation stated in Government Code section 31676.19 (the “2.7% at 55” benefit formula) and elect instead the pension calculation stated in Government Code section 31676.01 (the “1.62% at 65” benefit formula) for future County service.

   b. In the event an eligible employee fails to make an election during the period set forth in Subsection 2a above, the employee shall continue to be provided with the “2.7% at 55” benefit formula and shall make the employee retirement contributions established for that benefit formula.

   c. In the event an eligible employee elects the “1.62% at 65” benefit formula, the employee shall be eligible to participate in the County 1.62 Defined Contribution Plan (the “1.62 DC Plan”) described in CP – 101
Section 3 below.

d. Effective with the beginning of the pay period following the date an employee elects the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Government Code section 31621. The employee will also make the contributions described in Section 2.B and C of this Article.

3. Election Option of “2.7% at 55” or “1.62% at 65” Pension Formula for Those Employees Hired by the County between May 7, 2010 and prior to January 1, 2013

   a. Employees hired on or after May 7, 2010 and prior to January 1, 2013 were required to make the pension benefit formula election provide for in Board Resolution 10-072.

   b. Employees had forty-five (45) calendar days from the date of hire or appointment to elect either the “2.7% at 55” benefit formula or the “1.62% at 65” benefit formula. Regardless of which benefit formula was selected, the employee is required to make retirement contributions in accordance with the provisions of Section 2.B and C below.

   c. In the event an eligible employee failed to make an election during the forty-five (45) day period set forth in subsection 3.b above, the employee was deemed to have elected the “1.62% at 65” benefit formula.

   d. An employee who elected, or was deemed to have elected, the “1.62% at 65” benefit formula is eligible to participate in the “DC Plan” described in Section 3 below.

   e. After the employee made an election or was deemed to have made an election as described in Subsection 3.b and c. above, the employee is required to make retroactive contributions that would have been made from the employee’s hire or appointment date, for the appropriate election as described in this Article. County matching contributions to the DC Plan, for employees who chose the “1.62% at 65” benefit formula are not retroactive to the employee’s date of hire and are calculated from the date that the employee made an election or was deemed to have made an election of the “1.62% at 65” benefit formula.

   f. Effective with the pay period following the date an employee elected or was deemed to have elected the “1.62% at 65” benefit formula, the normal employee contribution rate to the
retirement system for the employee will be calculated pursuant to Section 31621 of the Government Code. The employee will also make the contributions described in Section 2.B and C below.

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 will be the “1.62% at 65” benefit formula described in Government Code section 31676.01, utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement. Employees will also make the contributions described in Section 2.B and C. below.

2. “New Members” are eligible to participate in the “DC Plan” described in Section 3 below.

Section 2. Retirement Contributions

A. Members’ normal contribution rates shall 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 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 recommended by the OCERS actuary. Employees will pay the full member contribution 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.

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, unit members 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 (or Section 31621 of the Government Code, if applicable), 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 prospective increased costs, as well as the 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 employee contribution shall continue beyond the expiration date of this MOU, for the purpose of amortizing, over a twenty (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 twenty (20) year period set forth above.

Section 3. Defined Contribution Retirement Plan

A. Beginning on May 7, 2010, the County will make available a County 1.62 Defined Contribution Plan (the “1.62 DC Plan”) comprised of a voluntary 457(b) plan and a 401(a) matching plan to those employees who are covered by the “1.62% at 65” benefit formula (whether by election or have been hired on or after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA). These employees will be permitted to make voluntary contributions to the 1.62 Section 457(b) DC Plan. The County will make matching contributions as described in Section 3.B. below.

B. The County will contribute a biweekly amount to the 1.62 Section 401(a) DC Plan for an eligible employee equal to the biweekly amount that the employee contributes to the 1.62 Section 457(b) DC Plan, not to exceed two percent (2%) of the employee’s base salary (the “match”). County contributions to the 1.62 Section 401(a) DC Plan shall vest on behalf of the participant after that participant has been continuously employed by the County for a period of five (5) years. For this purpose, one (1) year shall be equal to two thousand eighty (2,080) paid hours of service, exclusive of overtime.

C. This Section shall only apply to IUOE represented employees covered under this MOU, newly hired on or after the first day of the first full pay period following Board approval and adoption of this MOU, and who are covered by the “1.62% at 65” retirement benefit formula (whether by election, deemed to have elected or are hired after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA).

a. Employees shall be given an opportunity during the first 90 days after their
date of hire to affirmatively opt out of enrollment in the 1.62 Section 457(b) DC Plan.

b. If an employee does not affirmatively opt out of enrollment in the 1.62 Section 457(b) DC Plan within 90 days of their date of hire, the County will automatically enroll the employee in the 1.62 Section 457(b) DC Plan and make an automatic deduction of two percent (2%) of the employee’s base salary which shall be contributed to the 1.62 Section 457(b) DC Plan. Such contributions will begin with the first full pay period after the first 90 days of the employee’s date of hire.

c. If the employee does not make an investment selection before the County has automatically enrolled the employee in the 1.62 Section 457(b) DC Plan, the investment selection will be the selection recommended by the Defined Contribution Advisory Committee and approved by the 1.62 Section 457(b) DC Plan Trustee. Employees may change their investment selection as permitted under the 1.62 Section 457(b) DC Plan.

d. The County will make biweekly contributions to the 1.62 Section 401(a) DC Plan as stated in Section 4.B, above. Such contributions shall vest as described in Section 4.B., above.

e. Employees shall be permitted to stop contributions to the 1.62 Section 457(b) Plan by giving proper notice to the County as required under the 1.62 Section 457(b) Plan.

D. Employee contributions to the County DC Plan and the County contributions to the Section 401(a) Defined Contribution Plan shall be subject to contribution limits imposed by the Internal Revenue Service. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

Section 4. Tax-Deferred Retirement Plan

The County administers an approved tax-deferred retirement plan which allows employees to reduce their taxable gross income by the amount of their retirement contribution. The plan shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.
ARTICLE XXII  WORKSITE SENIORITY

All employees in the Unit shall accumulate seniority on a worksite basis within any single classification represented in this MOU. This seniority shall apply only for purposes of choice of shifts, transfers, and assignments and does not apply in other circumstances covered within this MOU (e.g. layoffs or overtime).

Worksite designations shall be established jointly with the Department and IUOE. The County shall provide a seniority list for each worksite by classification to IUOE’s Chief Steward at the beginning of each calendar year.

There shall be no change to an existing employee’s worksite seniority ranking when:

a. an employee is reassigned to that worksite;

b. an employee at a worksite accepts a promotion at the same worksite;

c. a new employee is hired to that worksite.

The most recently reassigned, promoted or newly hired employee will have the lowest seniority in classification at a worksite. The choice of shifts, transfers and assignments by seniority may be made only when vacancies occur and provided that the employee is capable of performing the work.

For purposes of this Article, “vacancy” is defined as a position that either has been newly created for a worksite or has been vacated by a previous incumbent at a worksite.
ARTICLE XXIII IDENTIFICATION BADGES

The County shall provide identification badges for the purpose of identifying employees of the Unit required to work in secured areas.
ARTICLE XXIV   MANAGEMENT RIGHTS

Any of the rights, powers or authority the County had prior to the signing of this Memorandum are retained by the County, except those specifically abridged, delegated or modified by this Memorandum provided that such management rights do not restrict employees from filing grievances concerning the application or interpretation of this Memorandum nor restrict the Union from consulting with management about the possible consequences of management decisions that affect employees in the Unit.
ARTICLE XXV   MODIFICATION AND WAIVER

Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, only upon mutual agreement, to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of representation, during the term of this Memorandum.
ARTICLE XXVI    NO STRIKE/NO LOCKOUT

Except as provided in the IUOE Constitution and Bylaws, employees of the Unit shall not participate, in any way, in job actions taken by other employees of the County of Orange.

Strikes

During the life of this Agreement, no work stoppages, strikes or slowdowns that can be interpreted as job actions shall be caused or sanctioned by IUOE nor shall any lockouts be caused by the County.
ARTICLE XXVII  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 eligible 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.
APPENDIX A

Classes included in the Craft and Plant Engineer Unit:

<table>
<thead>
<tr>
<th>Class Code</th>
<th>Class Title</th>
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<tr>
<td>3112CP</td>
<td>Air Conditioning Mechanic</td>
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<tr>
<td>3390CP</td>
<td>Assistant Plant Operating Engineer</td>
</tr>
<tr>
<td>3116CP</td>
<td>Carpenter</td>
</tr>
<tr>
<td>3122CP</td>
<td>Electrician</td>
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<td>3124CP</td>
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<td>Plumber</td>
</tr>
<tr>
<td>3106CP</td>
<td>Trades Helper</td>
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</table>
MEMORANDUM OF UNDERSTANDING

CRAFT AND PLANT ENGINEER UNIT

COUNTY OF ORANGE
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 501, AFL-CIO
MEMORANDUM OF UNDERSTANDING

202319-20263

COUNTY OF ORANGE

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 501, AFL-CIO

FOR THE

CRAFT AND PLANT ENGINEER UNIT

This Memorandum of Understanding sets forth the terms of agreement reached between the County of Orange and the International Union of Operating Engineers, Local 501, AFL-CIO as the Exclusively Recognized Employee Organization for the County Craft and Plant Engineer Unit for the period beginning June 3021, 2023 through June 2529, 20263. Unless otherwise indicated herein, all provisions shall become effective September 12, 2023 February 11, 2020.
DEFINITIONS

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

**AGENCY/DEPARTMENT HEAD** shall mean that individual or his or her designee.

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

**CHIEF HUMAN RESOURCES OFFICER** shall mean the County of Orange 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 the Orange County Flood Control District, the Orange County Harbor District 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 Employee 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 terms of this Memorandum of Understanding, except where the natural construction of this Memorandum of Understanding indicates otherwise.

**EXTRA HELP EMPLOYEE** shall mean an employee employed in an extra help position. An extra help employee serves at the pleasure of the County in an extra help position and may be removed from an extra help position at any time with or without notice or cause and without a hearing.

**EXTRA HELP POSITION** shall mean a position which is intended to be occupied on less than a year-round basis including, but not limited to, the following: to cover seasonal peak workloads; emergency extra workloads of limited duration; necessary vacation relief; paid Sick Leave and other situations involving a fluctuating staff. Ordinarily, a full-time extra help position will not be authorized for a period exceeding six (6) months. In unusual circumstances, and at the discretion of the County Executive Officer and the Chief Human Resources Officer, a full-time extra help position may be authorized for a period longer than six (6) months, provided such period shall not exceed one (1) year.
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.

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 BUSINESS shall mean a foreseeable personal event or circumstance which necessitates the employee's absence from County duty. Personal Business leave, when practicable, must be requested in advance by the employee and be preapproved by supervision or management.

PERSONAL EMERGENCY shall mean an unforeseen 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 means feasible; reasonably able to accomplish.

PRIMARY OPERATOR shall mean those employees who are assigned to a regular schedule with primary responsibility for the operation of the plant on such schedule.

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 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.

RELIEF OPERATOR shall mean those employees who are normally assigned to the day shift without primary responsibility for the operation of the plant.

RUNNING MAINTENANCE shall mean repair or maintenance duties that do not significantly distract the Plant Operating Engineer in charge of a shift from his or her primary responsibility of operating the Central Utility Plant.

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

STAND A WATCH shall mean work an assigned shift.

WORK SCHEDULES shall mean an employee's assigned hours of the day, days per week and/or shift rotation schedule.

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

A. Recognition

1. Pursuant to the provisions of the Employee Relations Resolution of the County of Orange and applicable State law, International Union of Operating Engineers, Local 501, AFL-CIO, was certified on January 29, 1979 by the Chief Human Resources Officer as the Exclusively Recognized Employee Organization of County employees in the Craft and Plant Engineer Unit.
ARTICLE II  WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1.  Workweek

A.  The official workweek shall be as follows:

1.  The official workweek for full-time employees shall be forty (40) hours and shall begin on each Friday and end with the following Thursday at 12:00 midnight except for employees working alternate schedules, such as a 9/80. For these employees the beginning and end of the workweek shall be the mid-point of their eight (8) hour day. However, if operational needs require an alternate schedule that does not meet the parameters described above, a different workweek may be designated.

Work ordered and performed in excess of forty (40) hours actually worked in a workweek shall be overtime.

Overtime shall be calculated on hours paid in excess of forty (40) in a workweek when work ordered by a Manager causes an employee to work beyond the end of the normal scheduled work shift for purposes of completion of a specific job, or where overtime is assigned in response to an emergency declared by the Board of Supervisors, activation of the County’s Emergency Operation Center (EOC) or a Department Operations Center (DOC).

2.  Employees shall receive compensation on a biweekly basis. The pay period for employees in specified agencies, departments or divisions shall start on a Friday and end on the second (2nd) Thursday thereafter.

B.  The regular hours of work each day shall be consecutive. Hours of work will be considered consecutive if divided only by normal meal breaks or rest periods.

C.  The County agrees to give employees a fourteen (14) calendar day advance notice of a schedule change. Changes of three (3) days duration or fewer shall be permitted without the required advance notice if mutually agreed upon by both the County and the employee(s).

D.  Employees assigned as “Relief Operators” may be assigned to another schedule when they are needed to cover an unscheduled absence. “Relief Operators” shall be given twenty-four (24) hours’ advance notice of a schedule change.

E.  Work schedules for shift assignments showing employee’s shifts, workdays and hours shall be posted on agency/department bulletin boards at all times.
F. Employees in the classes of Plant Operating Engineer and Assistant Plant Operating Engineer may trade shifts only upon written request and permission of supervision.

G. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation or except as provided in Section 4.A. below, regarding the Plant Operating Engineers and Assistant Plant Operating Engineers.

H. Work shall not be regularly scheduled on more than ten (10) calendar days during any pay period. The regular work schedule shall be one (1) of the following: ten (10) eight (8) hour days on and four (4) days off, five (5) eight (8) hour days on and two (2) days off, or four (4) ten (10) hour days on and three (3) days off or four (4) nine (9) hour days each week and one (1) additional eight (8) hour day on alternate weeks. All employees in the Unit shall be scheduled at least two (2) consecutive calendar days off.

I. The County shall discuss with the Union any proposed changes in existing scheduled hours of work before such changes are put into effect.

J. Except as otherwise provided, no employee may be employed in one (1) or more positions, full or part time, more than the total number of hours for the employee’s work period as defined in Section 1.A., above, except on authorized overtime.

K. 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. Rest Periods and Cleanup Time

A. Employees may be allowed rest periods not to exceed fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods shall be scheduled in accordance with the requirements of the agency department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period. The County may designate the location or locations at which rest periods may be taken. Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.

B. Each employee shall, when necessary, be permitted up to fifteen (15) minutes of paid County time at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal wash up and changing clothes.
A. and B., above, shall not apply to employees standing a watch.

Section 3. **Meal Breaks**

A. Employees standing a watch who are required to remain on the job at their work station for the full shift period shall be permitted to take a meal period while on the job when conditions permit, without such time being deducted from hours worked.

B. All other employees shall be permitted to take a meal period, not to exceed thirty (30) minutes, at a time designated by the agency/department at or near the middle of the shift, with such time not being considered hours worked.

Section 4. **Overtime**

A. **Notification of Employees of Work Required Beyond Normal Schedule**

If in the judgment of the agency/department, work beyond the normal day, workweek or work period is required, the agency/department will notify any employee who may be asked to perform such work of the apparent need for such overtime as soon as practicable prior to when the work is expected to begin. When necessary to meet the needs of the County, the County shall have the right to require the performance of overtime including requiring Plant Operating Engineers or Assistant Plant Operating Engineers to remain at work after the end of their scheduled shift until relief is available. If this additional work results in hours worked in excess of forty (40) hours in the employee’s designated workweek, the employee shall be compensated for these excess hours at the overtime rate as defined by Section 4.C.1. Work ordered and performed in excess of forty (40) hours of paid time in a workweek shall be paid as overtime if an emergency has been declared by the Board of Supervisors or the County’s Emergency Operations Center (EOC) or agency Department Operations Center (DOC) have been activated.

Overtime scheduled but cancelled fewer than twelve (12) hours prior to the starting time shall entitle the employee to elect to work a minimum four (4) hours, or more as determined by the County, beginning at the originally scheduled time.

B. **Distribution of Overtime and Call-Back**

1. Whenever overtime work is required, not including overtime work required to maintain continuous coverage on twenty-four (24) hour, seven (7) day operation, the County shall make a reasonable effort to make voluntary overtime and call-back opportunities available on an
2. The County shall prepare a separate overtime and a separate call-back list for each class and work location in each agency/department. Names shall be placed on the list in order of seniority within class, showing offers and hours worked by each employee. An updated list will be posted and provided to the Union Steward at least monthly.

3. Except in cases of emergencies, offers to work overtime or call-back shall be given in sequence going down the list from the last previous person working overtime/call-back, other emergency or project starting during an assigned shift until an employee agrees to work. An employee who declines the overtime/call-back, is not available, or cannot be reached at work or at home by phone, will be bypassed. When the bottom of the list is reached, overtime/call-back opportunities shall be offered to employees starting at the top of the list. Any employee who is inadvertently passed over for an overtime or call-back opportunity shall be offered a choice of one (1) of the next two (2) available opportunities.

4. If every employee on the list declines the overtime/call-back, the County may require employees to perform overtime/call-back in the reverse order of their seniority in the class.

5. If the overtime is necessary on a project that started during an assigned shift, or on a project that requires special skills or knowledge, the employee(s) working on the project may be required either to continue working on the project or to be scheduled to return to work on the project.

In cases of scheduled overtime work requiring more than one (1) employee to return to a work site, the overtime list will be utilized as provided in Section 4.B.3. to obtain additional employees needed.

6. Employees shall be considered eligible for scheduled overtime or call-back except where:

   a. Employee is on Workers’ Compensation Leave.

   b. Employee is on unapproved leave without pay.

   c. Employee is required to obtain a medical clearance before returning to work.

   d. Employee has submitted a written request to be excluded from scheduled overtime and/or call-back.
e. Employee is on paid vacation.

C. Payment for Overtime

1. Overtime shall be compensated at one and one-half (1 1/2) times the employee’s regular base rate.

2. For all regular, limited-term and probationary employees, overtime may be converted to compensatory time or paid for at the option of the agency/department. Consideration shall be given to effectuating the wishes of the employee. Employees designated by the Chief Human Resources Officer as covered by the Fair Labor Standards Act shall be paid in accordance with that Act. Employees with existing compensatory time balances of eighty (80) hours shall be paid for all overtime work performed in excess of that amount unless a higher compensatory time balance is authorized for an agency, department, division or other work unit by the County Executive Officer. When a higher compensatory time balance is authorized, employees subject to such larger balance shall be paid for all overtime work performed in excess of the designated larger compensatory time balance. Except as provided in Section 4.C.8., below, lump sum payments for compensatory time balances shall be at agency/department discretion.

3. Employees who work overtime shall promptly and accurately report such time in a manner prescribed by the County.

4. Overtime hours worked by extra-help employees shall be paid.

5. Compensatory time earned and accrued by an employee in excess of thirty-two (32) hours may be scheduled off for an employee by his or her agency/department; however, consideration shall be given to effectuating the wishes of those employees requesting specific compensatory time off periods.

6. In no case may an employee’s work schedule be changed during the workweek when the purpose of such change is to avoid overtime compensation.

7. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary periods.

8. An employee separating from the County service for reasons other than paid County retirement shall be paid for accumulated compensatory time in a lump sum payment.

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Section 5. Premium Pay

A. Night Shift Differential

For purposes of this Section, night shift shall mean an assigned work shift (e.g., regular shift, overtime shift, or additional shift) of seven (7) consecutive hours or more, which includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m. Overtime which is worked as an extension of an assigned day shift shall not qualify an employee for night shift differential. The rate of night shift differential shall be five and one-half (5 1/2) percent of the employee's basic hourly rate.

B. On-Call Pay

1. When an employee is assigned on-call duty by the County, the employee shall be informed in writing, in advance whenever practicable, of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his or her basic hourly rate for the entire period of such assignment.

2. On-call duty requires the employee so assigned: (1) to be reachable by telephone or other communications device, and (2) be able to report to work in a reasonable time fully able to perform the assigned duties.

C. Call-Back Pay

1. When an employee returns to work because of an agency/department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he or she was called back, beginning at the time the employee reports to the work site and ending at the time the employee leaves the work site. An employee shall report his or her arrival at the work site to the appropriate facility and shall report the completion of the job to the appropriate facility prior to his or her departure from the work site.

2. Call-back shall be paid at one and one-half (1 1/2) times the regular rate.

3. There shall not be any duplication or pyramiding of rates paid under this Section.

4. An employee credited with four (4) hours pursuant to this Section may be assigned other work appropriate for employee's position.

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classification until the guaranteed time has elapsed.

5. An employee may not be paid Call-Back Pay simultaneously with On-Call Pay. If an employee is called back to work during the employee’s On-Call assignment, the employee shall receive Call-Back Pay in accordance with Section 5.C. The employee’s On-Call Pay shall be suspended until the employee is no longer receiving Call-Back Pay. The employee’s On-Call Pay shall resume once the employee is no longer receiving Call-Back Pay given the employee’s On-Call assignment has not been exhausted.

D. Elevated Work Pay

Employees who work upon scaffolds or hanging platforms, at or above twenty (20) feet above grade (i.e., swing stages and bosun’s chairs) including work upon a platform while rigging, shall receive an elevated work pay differential. The differential will be paid only for those hours actually worked under these conditions provided that there shall be a minimum payment of four (4) hours for any day in which qualifying work is performed. Travel time shall not be considered qualifying for this differential. The rate of elevated work pay differential shall be five percent (5%) of the employee’s basic hourly rate.

E. Water Craft Differential Pay

Employees in positions in the classes of Painter and Carpenter regularly assigned to work on County watercraft, shall receive a differential of fifty cents ($0.50) per hour for each hour actually worked.

F. Relief Operator Pay

An employee assigned as Relief Operator shall receive an additional one dollar ($1.00) per hour for each hour actually worked.

G. Jail Supplemental Pay

1. Except as provided below, an employee who is regularly assigned to the Central Jail, Theo Lacy Branch Jail or James Musick Facility shall be paid an additional one-dollar and fifty-cents ($1.50) per hour for all hours actually paid.

2. Jail Supplemental Pay shall not apply to Workers' Compensation pay or be used as a base rate for overtime, other premium pay, etc.

H. Plant Air Conditioning Mechanic Pay
An employee in the class of Air Conditioning Mechanic assigned to the Central Utility Facility shall receive an additional one dollar ($1.00) per hour for each hour actually worked.

I. **Confined Spaces Pay**

Employees will be paid one-dollar ($1.00) per hour for all hours worked in a permit-required confined space as defined consistent with California Code of Regulations Title 8, General Industrial Safety Orders, Article 108, Section 5157. Time taken at the confined space worksite wearing safety gear in preparation for entering a permit-required confined space shall count as time spent actually working in confined spaces. Time worked will be calculated to the nearest quarter (1/4) hour.

J. **Backflow Testing Certificate Pay**

Plumbers who maintain a valid Backflow Testing Certificate and who are willing to perform the related work will be paid one hundred dollars ($100.00) per month (approximately forty-six dollars and fifteen cents [$46.15] per pay period).

K. **Underground Tank Certification Pay**

Electricians employed in the Sheriff’s Department who maintain a valid California Underground Storage Tank System Operator Certificate and who are willing to perform the related work shall be paid one hundred dollars ($100.00) per month (approximately forty-six dollars and fifteen cents [$46.15] per pay period).

L. **Reopener**

Review the premium pays for classifications assigned to the OCPW/CUF Plant and Sheriff/Harbor for potential updates and changes. The review shall commence its work within 120 days of adoption of the 2023 MOU. Human Resource Services will strive to complete the review no later than 180 days after commencement of the review.

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ARTICLE III   PAY PRACTICES

Section 1.   Compensation for Employees

A. Employees shall receive compensation at the biweekly or hourly rate for the rate assigned to the class in which they are employed.

B. Salary Increases:

  o Effective the first day of the pay period (September 22, 2023 to February 14, 2020) following Board of Supervisors adoption of the 2023-2026 MOU, the salary schedule will be increased by 4.752.59%.

  o Effective June 28, 2024 to July 3, 2020, the salary schedule will be increased by 4.252.50%.

  o Effective June 27, 2025 to July 2, 2021, the salary schedule will be increased by 4.003.04%. Effective July 1, 2022, the salary schedule will be increased by 3.50%.

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 seven (7) 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 seven (7) 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. 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. Extra help employees shall not be eligible for merit increases within range.

B. 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 agency/department head.

C. B. A new or reemployed employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first (1st) day of the pay period following the completion of the first (1st) 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 (1st) day of the pay period after said date. Subsequent merit increase eligibility dates shall be the first (1st) 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.

D. C. An employee in a part-time regular or limited-term position who has not completed one thousand forty (1,040) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first (1st) day of the pay period following completion of one thousand forty (1,040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed two thousand eighty (2,080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first (1st) day of the pay period following completion of two thousand eighty (2,080) paid hours exclusive of overtime. 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.

**E.D. 1.** Merit increases may be granted for one (1), two (2), three (3) or four (4) steps within the salary range based upon the employee’s performance. A performance rating of “meets performance objectives” shall earn a two (2) 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 10, and if granted, in what amounts, shall be solely within the discretion of the agency/department head and shall be based on merit.

Upon employee request, the agency/department shall meet with the employee to identify performance objectives for merit increases beyond Step 10. The employee must request such meeting near the beginning of the rating period, but no later than the mid-cycle date. Disputes about the employee’s achievement of performance objectives are not grievable.

**F.E.** If, in the agency's/department's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date and a deferral of decision accomplished by an intensive effort at improved performance might be productive, the agency/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. A deferral of less than thirteen (13) pay periods may be further extended not to exceed thirteen (13) pay periods from the original merit eligibility date. 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.

**G.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 Sections 4.B. and C., below, a regular, limited-term or probationary employee 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 the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. 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 except that the employee will retain his or her former merit increase eligibility date if the promotion was the result of a Classification Maintenance Review as defined in Article XVIII, Section 1.B.

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 agency/department head, the County Executive Officer may, based on consideration of such factors as external market data, internal salary relationships, position responsibilities, individual performance 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, or a series of reassignments among classes on different salary ranges or is reassigned through a Classification Maintenance Review as defined in Article XVIII, Section 1.B to a class on a different salary schedule, 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 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.C., 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 agency/departments 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 (1st) 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 regular 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 a disability accommodation, the employee shall receive the highest salary in the new 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 CP – 18
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 of the employee shall not change, except if the reduction is the result of a Classification Maintenance Review as defined in Article XVIII, Section 1.B in which case the new salary will be the closest step on the new salary range which is not lower than the current rate of pay; in any case, the 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 III, Section 4.A., B. or C.

B. If the position is reclassified to a class with higher salary range, the salary of the employee shall be governed by Article III, 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 III, Section 6.D.

Section 8. **Salary on Reemployment**

A. A person who is reemployed 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 III, Section 2.C.

B. A former County employee on paid County retirement may be reemployed 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 will be appointed to the position at the flat rate salary of the class.

Section 9. **Changes in Salary Allocation**

A. Upon request of the County, negotiations shall be reopened for the sole purpose of considering an increase in salary allocation (unrelated to a classification study) for any class included in this Agreement. An increase in salary resulting from a classification study shall be subject to the provisions of Article XVIII.

B. 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 employed,
are regularly employed, the Board may authorize and, if appropriate, fix an additional rate of compensation for such employees.

Section 11.  Pay Check Deposit

The County will permit an employee to authorize automatic deposit of his or her pay check to a financial institution of the employee’s choice, if and when the Chief Human Resources Officer and Auditor-Controller determine it is feasible.
ARTICLE IV  GENERAL PERSONNEL PROVISIONS

Section 1.  Probation

A.  New Probation

1.  Full-Time Employee

A new or reemployed employee employed in a regular or limited-term position shall be placed on new probation for twenty-six (26) weeks from the date of appointment ending with the first (1st) day of the pay period following completion of said period.

2.  Part-Time Employee

A new or reemployed employee employed in a part-time regular or limited-term position shall be placed on new probation for one thousand forty (1,040) paid hours, exclusive of overtime, ending with the first (1st) day of the pay period following completion of said period.

B.  Promotional Probation

1.  A regular or limited-term employee who is promoted, excluding a temporary promotion, shall be placed on promotional probation, except as provided in B.2., below. A full-time employee shall be placed on promotional probation for twenty-six (26) weeks from date of promotion, ending with the first (1st) day of the pay period following completion of said period. A part-time employee shall be placed on promotional probation for one thousand forty (1,040) paid hours, exclusive of overtime, ending with the first (1st) 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 or if the reclassification occurred as the result of a Classification Maintenance Review as defined in Article XVIII, Section 1.B, 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 Agency 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.
4. Except as provided in Section B.2., above, when a regular, limited-term or probationary employee from another bargaining unit voluntarily reduces or reassigns to a class in this bargaining unit in which the employee has never passed probation, such employee shall be placed on promotional probation for a period equal to the new probation periods set forth in Section 1.A.1. and 1.A.2., above.

C. Failure of Probation

1. New Probation

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

   b. An employee who fails promotional probation shall, upon request, receive a performance evaluation which shall be grievable only to Step 2 in the grievance procedure, 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 the employee's former class provided that 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 the employee's 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 Agency/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 the employee's former occupational series closest to, but no higher than, the salary of the class that the employee occupied immediately prior to promotion and the employee 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 XV, NONDISCRIMINATION, may submit a grievance at Step 2 of the grievance procedure within ten (10) 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 (1,040) hours shall equal twenty-six (26) weeks and two thousand eighty (2,080) hours shall equal fifty-two (52) weeks.

2. When an Agency/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 Section 1.E. of this Article, below, and an employee who is permitted by the Agency/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) Agency/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 if the leave is 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 suspended shall have his or her probation extended by the length of the suspension, with the extended probation period ending with the first (1st) 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 more than sixty (60) calendar days from the date on which the County receives the Appeals Officer's findings and

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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 that 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 at the sole discretion of the Chief Human Resources Officer for a period between fourteen (14) calendar days to one hundred eighty (180) calendar days provided such action is approved by the Chief Human Resources Officer before the normal probation period is completed.

4. Denial of a request to extend a probation period shall not be subject to appeal or hearing. With the mutual agreement of a new or promotional probationary employee and his or her department, the employee's new or promotional probation period may be extended at the sole discretion of the Chief Human Resources Officer for a period not to exceed one hundred eighty (180) calendar days provided such action is approved by the Chief Human Resources Officer before the normal probation period is completed. In such cases, the department shall advise IUOE in writing regarding the extension of probation as soon as practicable. Denial of a request to extend a probation period shall not be subject to appeal or hearing.

4. The Chief Human Resources Officer shall extend the probation period of employees with an employment authorization document which has an expiration date which would occur after the end of the probation period. Such probation periods shall be extended to coincide with the expiration date of the employment authorization document. In the event an employee’s probation period is extended by the provisions of this Section, and such an employee serves a probation period which is longer than the normal probation period, such an employee may fail probation during the extended period only for failure to obtain a new, valid employment authorization document by the expiration date of the expiring employment authorization document.

5. A new or promotional probationary employee who is on paid Administrative Leave shall have his or her probation period extended by the length of the leave with the first day of the pay period after said extended date. The extended probationary period shall end on the final day of whichever pay period the extended probationary period falls.

Section 2. Performance Evaluation

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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 with narratives and recorded in the employee's personnel file for all regular and limited-term full and part-time employees at least once each year; 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 and narratives 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. Adverse statements prepared by the County shall not be included in an employee’s official personnel file unless a copy is provided 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 except those materials designated as confidential by law. Authorized Union representatives may inspect the official personnel file with the written permission of the employee.

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 Sections 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 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. As used herein, the term "personnel file" means any employee file in any County agency/department where the person is or has been employed,
or any central personnel file.

G. An employee’s official personnel file shall only be open to inspection by authorized persons who have established a legitimate need to know or if such files are required to be disclosed by the court.

Section 4. Status of Limited-Term Employees

A. The provisions of this Section shall be applicable to all employees entering limited-term positions.

B. 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.

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

D. All limited-term employees who transfer to permanent funded positions shall serve a new probation period. Limited-term regular employees who transfer to permanent positions shall maintain their original hire date for purposes of vacation and Sick Leave accrual, retirement and layoff. Such limited-term regular employees who are serving a new probationary period in permanent positions when a layoff occurs shall be considered to have the same employment status as regular and promotional probationary employees for the purpose of determining order of layoff, provided that the total new probation period served exceeds six (6) months.

E. 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 Section F., below.

F. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the Agency/Department Head shall retain their former status and retain their layoff benefits in their former layoff unit. The Agency/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 case the employee shall be reassigned within five (5) working days.

B. An agency/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 agency/department. A temporary promotion shall not exceed a period of one (1) year.

Section 6. Reemployment of Employees on Disability Retirement

A. The County will advise employees retired for physical disability to contact the Orange County Employees Retirement System (OCERS) to determine the impact of reemployment on their disability retirement benefits prior to accepting reemployment.

B. Employees retired for physical disability who have contacted OCERS for advice and counsel under Section A, above, within two (2) years from their date of retirement, or date their disability retirement is discontinued, request and have been counseled as required above 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 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. 

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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. **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.

Section 9. **Training**

A. Upon approval of the Agency/Department Head, employees may participate in various County sponsored training programs.

B. During the term of this Memorandum, the Union may request specific training or development opportunities for various employees in this Unit. The County agrees to discuss such requests with the Union and consider implementation.

C. Employees in the class of Trades Helper assigned to the Facilities Operations Division of the Orange County Public Works Department, or its successor, may opt to bid on other vacant Trades Helper assignments in order of their seniority in the Trades Helper class.

The employee may request to be reassigned after sixty (60) days. Management may reassign an employee after sixty (60) days or discontinue the assignment based on economic operational or other necessity (after consultation with the Union, the sixty [60] day period may be waived if unforeseen circumstances arise). Except as provided above, all assignments shall be considered permanent.

Section 10. **Requirement to Perform Running Maintenance**

Primary Engineers standing a watch shall be required to perform running maintenance duties.
ARTICLE V LEAVE PROVISIONS

Section 1. Sick Leave

A. Accumulation 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 seventy-two [72] hours per year).

2. After an employee has been paid for six thousand two hundred forty (6,240) 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 ninety-six (96) hours 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.

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 agency/departments.

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 critical illness of a member of his or her immediate family, provided that such absence shall be limited to a maximum of twenty-four (24) working hours for each occurrence. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother,
mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, stepchild, grandparent, grandchild or legal guardian.

5. 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 the time period specified in Labor Code section 233. For purposes of this Subsection “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).

6. 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 child care 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.

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 agency 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 agency department with a certificate signed by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition stating the nature of the illness or injury and the period of disablement.

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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

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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.

D. 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.

E. The County shall be responsible for preventing the abuse of Bereavement Leave. If the County reasonably suspects an employee is abusing or misusing Bereavement Leave, the County may require the employee to furnish adequate proof of attendance at the funeral or arrangement of the funeral prior to providing payment for such leave. Such proof may include, but is not limited to: a program or pamphlet from the funeral services, a receipt from the funeral home/services venue, death certificate, obituary, etc.

Section 3. Authorized Leave Without Pay

A. Agency/Departmental Leave

Upon request, a regular, limited-term or probationary employee may be granted an Agency/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 agency/department except in cases where Official Leave has been authorized pursuant to Sections 10, 11.A., and 12., below. The Agency/Department Head may require that all accumulated compensatory leave time be used prior to granting of Agency/Departmental Leave. The use of earned vacation prior to the obtaining of Agency/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 subsections 2. and 3., below. Such Leave may be authorized only after an employee's completion of an Agency/Departmental Leave and after all compensatory time and vacation accruals have been applied.
toward payment of the absence.

2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the agency/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 agency/department denies the extension of such Leave, the provisions of subsections 5. and 6., below, shall not apply.

3. An employee who has requested and identified a valid need for Family Leave pursuant to Article V, Section 12, 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 and sick leave have been used;

   b. When Official Leave involves the circumstances covered by Section 1, subsections B.4, B.5 or B7 of this Article – after all accumulated compensatory time, vacation and sick leave (to the extent available to the employee for such use) have been used;

   c. When Official Leave is used for all other reasons - after all accumulated compensatory time and vacation accruals have been applied toward the absence.

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 the required notice prior to the date he or she wants to return to work, the agency/department shall not be required to return the employee to work until the employee gives such notice; however, the agency/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 10, 11 and 12 in this Article, the agency/department shall: (a) indicate on the request its decision as to whether the request should be granted, modified or denied; (b) promptly transmit the request to the Chief Human Resources Officer; and (c) deliver a copy to the employee.

6. If the agency/department modifies or does not approve a request for Official Leave, the employee may, within fifteen (15) calendar days of said action, file a request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such
appeals shall be final.

7. An Official 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 
agecy/department only where the employee is unable to initiate such action, except in cases where the provisions of Section 11.A. apply.

3. An employee who has been absent without pay for twelve (12) months due to a Leave granted pursuant to Sections 3, 4 and/or 10 of this Article shall be considered to have automatically resigned his or her employment with the County under the provisions of Section 9, below, unless he or she returns to work at the end of the twelve (12) months or receives approval for an extension of his or her leave.

Section 4. Official Leave for Non-Occupational 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 non-occupational disability including disabilities related to pregnancy and childbirth provided that the employee meets the following conditions:

1. A medical statement setting forth the need for the leave, start date of the leave, the expected date of return and the period of disability shall be submitted with the Leave request.

2. Such Leave shall begin after all accrued sick leave, compensatory time and vacation time have been applied toward the absence.

3. Unless otherwise required by law, the employee has been paid for six thousand two hundred forty (6,240) 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 twelve (12) month period, at the level and under the conditions that coverage would have been provided if the employee had continued in employment.

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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 per twelve (12) month period.

Section 5. **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 a medical condition shall not be permitted to resume work until and unless the employee obtains a medical clearance from a physician designated by the County.

Section 6. **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. Any hours worked beyond the regularly scheduled workday shall be subject to the workweek and overtime provisions (Article II). Employees called for jury duty shall have their regular schedule converted to a Monday through Friday day shift during the jury duty period.

Section 7. **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 or where the subpoena is related to the employee’s employment with another employer, 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 8. **Leave for Union Business**

A. **Leave Without Pay** - Subject to the staffing needs of the County, employees who have been officially appointed or elected by Local 501, AFL-CIO, to serve as officers or delegates may, upon written request of the CP – 37
Union, be granted a temporary Leave(s) of Absence Without Pay, not to exceed an aggregate total of fourteen (14) calendar days annually for the Unit, to attend official Union functions, provided that:

1. The Leave is requested in writing at least three (3) days in advance. Such request shall be made for a specified purpose and length of time, and

2. the Union shall not request that such Leave be effective for more than three (3) employees on any work day, and

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. Reasonable Released Time – Employees shall be entitled to (paid) released time under the following circumstances:

1. When attending negotiations meetings with the County, including a reasonable amount of time before and after such meetings to plan with bargaining team colleagues (generally not to exceed two [2] hours);

2. When attending meetings with County officials regarding employee grievances, discipline or arbitration hearings (See Article X, Section 5.A);

3. When attending Union Board of Directors meetings (as a member of the Board of Directors)

An employee who wishes to attend one of the foregoing meetings shall provide his or her supervisor with reasonable advanced notice of the time, location and expected duration of the meeting. An employee may not interrupt or leave his or her job to attend one of the foregoing meetings if his or her supervisor determines that the interruption or absence will unduly interfere with the work of the employee’s unit. However, an effort will be made to grant such time off as soon as it is feasible to do so.

C. Attendance at other Union Meetings – employees may attend other Union-related meetings, such as general membership meetings, Union trust meetings, Union Steward meetings, Union training and committee meetings, provided the employees provide reasonable advance notice of the time, location and expected duration of the meeting, and the supervisor determines that attendance at the meeting would not adversely affect County operations. An employee must use accrued paid leave time (e.g., vacation or compensatory leave time) to attend such meetings if the meetings are held during the employee’s scheduled work day.

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Section 9. Absence Without Authorization

A. Absence without authorization, whether voluntary or involuntary, for three (3) consecutive working days shall be considered an automatic resignation from County employment as of the last date on which the employee worked or the last date the employee was to return to work from an authorized absence.

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

C. When an employee has been absent without authorization and the County plans to invoke the provisions of Section 9.A., above, at least ten (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.

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E. An employee who is permitted to continue his or her employment pursuant to subsection 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 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 resignations shall not be considered a discharge under the provisions of Article IX, DISCIPLINARY ACTION.

Section 10. 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 expected 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 vacation and compensatory time has been applied toward the absence.

B. Unless otherwise required by law, employees shall not be eligible for more than one (1) such Leave within any twelve (12) month period.

C. Sick leave must be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article provided the employee has furnished the agency/department with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.

D. Pregnant employees may also apply for a Non-occupational 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 11. **Workers' Compensation Leave**

A. When an injury is determined to be job-related in accordance with Article XII, Section 1.B., a regular, limited-term or probationary employee shall be placed on Workers' Compensation Leave. If such determination cannot readily be made, or there is a subsequent disagreement regarding the determination of Workers' Compensation Leave, and all sick leave has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made notwithstanding the provisions of Section 3.B., above.

B. Workers' Compensation Leave shall terminate when the employee:

1. is determined to be physically able to return to work by a County-designated physician; or

2. is determined to be physically able to return to work with medical restrictions which the agency/department can accept; or

3. accepts employment outside the County; or

4. accepts employment in another County position; or

5. is permanently disabled; or

6. elects retirement as provided by law.

7. an employee who does not return to work within two (2) weeks of the end of his or her Workers' Compensation Leave pursuant to this provision, shall be considered to have automatically resigned his or her employment with the County under the provisions of Section 9, above.

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 agency/department shall not be required to return the employee to work until such notice is given; however, the agency/department may waive the notice or reduce the notice period at its discretion.

D. If an employee's Workers' Compensation Leave expires and the employee is absent without authorization, the provisions of Section 9. of this Article shall apply.

E. For employees on Workers' Compensation Leave, probation periods and

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performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 12. **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 this leave. Rights and obligations which are not specifically set forth below are set forth in the U.S. Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA) and the regulations of the Department of Fair Employment and Housing implementing 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 or her job, except for leave taken for disability of account of pregnancy, childbirth or related medical conditions.

   b. The birth of a child and in order to care for the newborn child within one (1) year of birth.

   c. Placement of a child for adoption or foster care within one (1) year of the placement.

   d. An employee’s presence is needed to attend to a serious health condition of the employee’s child, spouse, parent or a 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 service member 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. Employees must request and identify their need for Family Leave. The

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County and IUOE agree that certain other types of leaves 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 a disability due to pregnancy shall run concurrently with leave taken under the California Pregnancy Disability Act (See Section 4 of this Article). A family member may also be entitled to an additional twelve (12) weeks of bonding time under the CFRA.

7. The twelve (12) month period for calculating leave entitlement will be based on the calendar year (January 1 to December 31).

8. When a request for Family Leave is approved, the agency/department shall determine whether sick leave, compensatory, and/or vacation time is to be applied. Such determination shall be consistent with other leave provisions of this Agreement and shall give consideration to the circumstances and the wishes of the employee. The use of sick leave shall be restricted to those circumstances which qualify under the provisions of Article V., Section 1.B.

B. Notification Requirements

1. If the Family Leave is foreseeable, the employee must provide the agency/department with thirty (30) calendar days’ notice of his or her intent to take Family Leave.

2. If the event necessitating the Family Leave becomes known to the employee less than thirty (30) calendar days prior to the employee's need for Family Leave, the employee must provide as much notice as possible. In no case shall the employee provide notice later than five (5) calendar days after he or she learns of the need for Family Leave.

3. For foreseeable leave due to a qualifying exigency, an employee must provide notice of the need for leave as soon as practicable, regardless
of how far in advance such leave is foreseeable.

4. When the Family Leave is for the purpose of the scheduled medical treatment or planned medical care of a child, parent, spouse or registered domestic partner, the employee shall, to the extent practicable, schedule treatment and/or care in a way that minimizes disruption to agency/department operations.

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 service member who is a child, spouse, registered domestic partner, parent 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 members is on active or called to active duty in a foreign country with the dates of active duty service. 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.

Section 13. Catastrophic Leave

The County will administer a Catastrophic Leave procedure designed to permit limited individual donations of vacation, sick leave (248 hours maximum per fiscal year), and/or compensatory leave time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition or other serious circumstances.
Section 14. Leave Language Working Group

Upon adoption of the MOU, the County and IUOE agree to establish a working group to clarify language regarding Leaves of Absences, including streamlining language for understandability and ensure compliance with statutory requirements.
ARTICLE VI   VACATION

Section 1.  Accumulation of Vacation

A.  During the first three (3) years of employment, a full-time employee in a regular or limited-term position shall earn .0385 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately two [2] weeks per year). Part-time employees will earn vacation on a pro-rated 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 .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately three [3] 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 .0577 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 a full-time employee completes ten (10) years of continuous full-time County service (20,800 hours), an employee in a full-time 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 20,800 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.

D.  The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with less than ten (10) years of continuous County service shall be two hundred forty (240) hours. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with ten (10) or more years of continuous County service (20,800 regularly scheduled hours) shall be three hundred twenty (320) hours. 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. An Official Leave of Absence shall cause the aforementioned ten (10) years (Article VI, Section 1.C.) of full-time County service to be postponed a number of calendar days equal to the Official Leave.

C. 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 ten (10) years (Article VI, Section 1.C.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.

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

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

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

G. No scheduled vacation will be cancelled by the agency/department, except in cases of emergency.

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

I. 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 an Election Board Officer or Election Night Help.

J. 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.

K. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the agency/department, apply the period of previous County continuous service for the purpose of determining vacation and sick leave earning rates.

L. Vacation Scheduling and Vacation Cash Outs

1. Vacations shall be scheduled by the agency/department. The County shall schedule on a County seniority basis those vacation requests which have a sum total for the calendar year of less than or equal to the vacation entitlement earned in two thousand eighty (2,080) hours.
2. After all vacation requests for the one (1) year entitlement are scheduled, the County shall schedule on a County seniority basis the portion of vacation requests for a calendar year which exceed the amount of vacation earned in two thousand eighty (2,080) hours.

3. Vacation requests for the calendar year must be submitted by March 1st to receive consideration on a seniority basis.

4. All vacation scheduling shall be done by the agency/department with due regard to the needs of the County work schedule. When circumstances require, the agency/department may reject an employee’s request for vacation scheduling subject to the grievance procedure.

5. Employees in the classes of Plant Operating Engineer and Assistant Plant Operating Engineer shall request vacation time off at least fourteen (14) twenty-eight (28) calendar days before the beginning of the pay period in which the requested time off falls, except in emergencies. Employees shall request compensatory time off at least seven (7) calendar days before the beginning of the pay period in which the requested time off falls, except in emergencies.

M. An employee may request to be paid in either two (2) separate increments of up to twenty (20) hours each or one (1) increment of up to forty (40) hours of accrued vacation in each fiscal year.

Payment shall be made upon request unless the Agency/Department determines it is not economically feasible. In such case, payment shall be made as soon as feasible.
ARTICLE VII  HOLIDAYS

Section 1. Holidays Observed

A. Except as modified below, County employees shall observe the following holidays:

2023:
Independence Day, July 4
Labor Day, September 4
Native American Day, September 22
Columbus Day, October 14
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
Columbus Day, October 12
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 (Observed)
Labor Day, September 16
Native American Day, September 26
Columbus Day, October 11
Veteran's Day, November 11
Thanksgiving Day, November 27
Day after Thanksgiving, November 28
Christmas Day, December 25
New Year's Day, December 31 (Observed)
2022:
- New Year's Day, January 1
- Martin Luther King, Jr.'s Birthday, January 16
- Lincoln's Birthday, February 12
- Washington's Birthday, February 19
- Memorial Day, May 25
- Independence Day, July 4
- Labor Day, September 5
- Columbus Day, October 10
- Veteran's Day, November 11
- Thanksgiving Day, November 24
- Day after Thanksgiving, November 25
- Christmas Day, December 26 (Observed)

2023:
- New Year's Day, January 2 (Observed)
- Martin Luther King, Jr.'s Birthday, January 16
- Lincoln’s Birthday, February 12
- Washington’s Birthday, February 20
- Memorial Day, May 29

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

When Christmas Day or New Year’s Day falls on a Saturday, the Friday immediately preceding each day shall be observed as the holiday.

B. When Christmas Day, New Year’s Day, Lincoln’s Birthday, Independence Day or Veteran’s Day, falls on a Sunday, the next day (Monday) shall be observed as the holiday unless an employee is required to work on December 25, January 1, February 12, July 4 or November 11 as part of his or her normal work schedule. In such cases the employee may, with department approval, observe the holiday on December 25, January 1, February 12, July 4 or November 11. Under no circumstances shall an employee receive holiday compensation for both the actual day of observance of the holidays and the following Monday.

C. When Christmas Day, New Year’s Day, Lincoln’s Birthday, Independence Day or Veteran’s Day, falls on a Saturday, the Friday immediately preceding shall be observed as the holiday unless an employee is required to work on December 25, January 1, February 12, July 4 or November 11, as part of his or her normal work schedule. In such cases the employee may, with department approval, observe the holiday on December 25, January 1, February 12, July 4 or November 11. Under no circumstances shall an employee receive holiday compensation for both the actual day of observance of the holidays and the Friday immediately preceding.

Section 2. Eligibility for Holiday Pay
A. An employee must be paid for all 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 (1st) 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 on the holiday. 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 on the holiday.

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 AmericanColumbus Day, Veteran's Day, Day after Thanksgiving, Martin Luther King, Jr.'s Birthday, Lincoln’s Birthday and/or Washington’s Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked. Work performed on a holiday which is overtime as defined in Article II, Section 1, shall be CP – 51
compensated as provided in Article II, Section 3.

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. There shall not be any duplication or pyramiding of rates paid under this Section. The total amount of holiday pay received under Section 3.A above and holiday compensatory time received under Section 3.C above, shall not exceed the total number of hours that the employee is regularly scheduled to work on a shift.

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

F. Full-time employees who are on a pay status during the pay period which includes March 1st 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.

G. 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, as provided in Article II, Section 4.C.2. of this Agreement.
ARTICLE VIII  REIMBURSEMENT PROGRAMS

Section 1.  Mileage Reimbursement

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, including mileage driven to respond to an unscheduled Call Back (per Article II, Section 5.C) shall be paid at the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.

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.  Tools/Safety Work Boots

A. Crafts persons who are required to furnish their own tools shall be eligible for reimbursement for tool purchases to replace tools in their County required complement to a maximum of two hundred fifty dollars ($250.00) per fiscal year. Crafts persons whose Agencies/Departments supply all the necessary tools needed to perform the work are not eligible for the tool reimbursement. Agency/Department management will determine the list of necessary tools per classification.

Approved classes for tool reimbursement shall include:

- Metalsmith
- Carpenter
- Plumber
- Electrician
- Elevator Mechanic
- Environmental Control Systems Specialist
- Facilities Mechanic
- Facilities Mechanic Leadworker
- Locksmith
- Air Conditioning Mechanic
- Trades Helper

B. Employees who are required to furnish their own safety work boots shall be eligible for reimbursement up to a maximum of three hundred dollars ($300) per fiscal year. Per E. below, a Department Head may authorize the provision of safety work boots for employees in additional classifications who are required to furnish their own safety work boots, up to a maximum of three hundred dollars ($300) per fiscal year. As designated by the Department Head, compensation for safety work boots may be provided through a stipend, boot-mobile, voucher, or a reimbursement.

B. Effective July 2, 1999, employees in the below listed classes who are
required to furnish their own safety work boots became eligible for reimbursement to a maximum of one hundred fifty dollars ($150.00) per fiscal year.

Assistant Plant Operating Engineer
Painter
Plant Operating Engineer

C. The County shall replace or furnish insurance protection for employee owned trades and crafts tools, required by the agency/department to be used in the performance of the employee’s duties, against loss sustained on County owned or controlled property, resulting from theft, and arising out of the activities related to the employee’s regularly assigned work duties, provided that loss attributable to negligence of the employee shall not be covered. For each incident, a deductible of twenty-five dollars ($25.00) will be applied to each employee’s loss. The payment of claims under such coverage shall not be appealable under the grievance procedure.

D. If stolen tools are recovered in an undamaged condition and replacement tools have been secured, the employee shall return to the County the replacement tools. When the replacement tools are returned to the County, the employee shall receive from the County a twenty-five dollars ($25.00) cash refund in consideration of the twenty-five dollars ($25.00) deductible. If replacement tools have not been secured, the employee shall return all reimbursement funds received from the County.

E. For employees in classifications not provided safety work boots, but who are authorized by the Department Head to receive safety work boots, the following applies:

1. As a result of their duties, the employees are required to wear safety compliant work boots.
2. There is written documentation on file of the Risk Management and/or the Department Safety Manager assessment and the justified business need for the employees to wear safety compliant work boots.
3. There is written documentation on file detailing the classifications that qualify for safety work boots. The documentation shall be based on classification within the department or specific division/s – unit/s.
4. If the safety work boots are not required to be worn frequently (e.g., twice weekly) the Department Head may authorize provision of safety work boots on a less frequent basis.
5. The department is able to absorb any increased costs within its existing budget.
6. Employees are only entitled to receive one form of safety work boot provision (i.e., stipend, boot mobile, voucher or reimbursement per fiscal year or as otherwise described above).

E. In lieu of safety work boot reimbursements, each Agency/Department has the option to implement specific safety work boot policies for employees in the
designated classifications (listed in Sections A and B above) who are required to wear compliant protective footwear. The Agency/Department specific safety work boot policies will provide for a voucher and/or safety work boot mobile system for designated employees to obtain Agency/Department approved compliant safety work boots from approved vendors.

County representatives from each Agency/Department will meet and confer with IUOE on the implementation of the voucher and/or safety boot mobile system.

If an Agency/Department implements its Safety Work Boot Policy, the affected classifications of employees who are required to wear safety work boots will no longer be entitled to the safety work boot reimbursement set forth in Sections A and B above. Furthermore, if an Agency/Department implements its Safety Work Boot Policy, the affected classification listed in Section A above will be eligible to use the two hundred fifty dollars ($250.00) per fiscal year exclusively for tools per the parameters set forth in Section A above.

F. Each department has the option to implement specific safety work boot policies for employees in the designated and/or approved classification who are required to wear compliant protective footwear.

Section 4. Educational and Professional Reimbursement

Effective the first full day of the first full pay period (February 14, 2020) following adoption of the 2019-2023 MOU, eligible employees may receive educational and professional reimbursement at a maximum of $10,000 per fiscal year. Terms and conditions for this reimbursement are set forth in the Personnel and Salary Resolution (PSR).
ARTICLE IX  DISCIPLINARY ACTION

Section 1.  Reprimand and Substandard Performance Evaluation

A.  No regular, limited-term--regular or promotional probationary employee shall receive a written reprimand or a substandard performance evaluation (i.e. a rating of “does not meet performance objectives”) except for reasonable cause.

B.  A written reprimand or substandard performance evaluation (i.e. a rating of “does not meet performance objectives”) given to a regular, limited-term regular or promotional 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.  Notice and Pre-Disciplinary Hearing Procedures for Suspension, Reduction or Discharge

A.  In situations involving (1) a suspension of a regular or, limited-term employee for more than five (5) days; (2) a reduction (demotion) of a regular or limited-term employee; or (3) the discharge of a regular or limited-term 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.  In suspending a regular, limited-term--regular or promotional probationary employee for five (5) days or less, the above notice requirements shall be complied with not more than ten (10) days after the effective date of the suspension.

However, if an employee is notified of a suspension which will be effective
before the above notice is given, the employee shall:

1. whenever practicable, be given an opportunity to respond to the proposed suspension to a designated agency/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.

C. Prior to the effective date of such suspension of more than five (5) days, or 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 agency/department representative with the authority to make an effective recommendation on the proposed disciplinary action.

D. An employee shall be given reasonable time off without loss of pay to attend a disciplinary hearing.

E. An employee may represent him or herself or may be represented in the disciplinary hearing by IUOE.

F. An employee shall receive written notice sustaining, modifying or canceling a proposed discharge on or prior to the effective date of such action.

G. An employee shall receive written notice either sustaining, modifying or canceling a proposed suspension, reduction or discharge prior to the effective date of such action except that such written notice may be given after the notice referenced in Section 2.

H. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 3. and 4. of this Article.

I. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 5. of this Article.

Section 3. Suspension

A. No regular, limited-term regular or promotional 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.

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C. In accordance with the provisions of Article X, 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 4. Reduction

A. No regular employee or limited-term employee shall be reduced to a position in a lower class 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 X, an appeal of reduction 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 5. 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 effectuated 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 Article X, a discharge may be appealed directly to arbitration.

Section 6. Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be 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 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 including, but not limited to, matters which may be appealed through the Orange County Merit System Selection Rules and Appeals Procedure or the Workers’ Compensation Appeals Board.

3. position classification.

4. performance evaluations with a rating of “meets” or “exceeds” performance objectives.

Section 2.  Basic Rules

A. If an employee does not present a grievance/appeal within the grievance timelines and the parties do not reach mutual agreement to extend the time limits to present a grievance/appeal, or the employee 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, the employee shall be informed in writing and the employee may file the grievance at the next step in the procedure. By mutual agreement of the County and the Union, Steps 1 of the grievance 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. IUOE 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 at Step 1.

H. In order to encourage frank discussion and compromise in attempting to resolve grievances, the County and Local 501 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 him or herself or may be represented by IUOE in the formal grievance/appeal procedure. An employee is not entitled to be represented by privately retained counsel during the grievance process or arbitration hearing.

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

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

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D. If an employee chooses not to be represented by the Union, the Union may have a Union staff representative present at applicable final step of the grievance procedure and, if necessary, shall have the right to present the Union’s interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance.

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 to resolve the matter, as prescribed herein, 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 to resolve the grievance/appeal, as prescribed herein, or to investigate the action grieved/appealed through discussion with the grievant/appellant or other employees, or through review of appropriate County records 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 unless his or her supervisor determines that such interruption or absence will not 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. **Internal 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.

<table>
<thead>
<tr>
<th>Step 1: <strong>Agency/Department</strong></th>
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<tbody>
<tr>
<td>If an employee has a problem relating to an interpretation or application of this Memorandum of Understanding, the employee may formally submit a grievance to the Agency/Department Head or their designee within fourteen (14) calendar days from the occurrence which gives rise to the problem. 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 Agency/Department Head or their designee shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant.</td>
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<tr>
<th>Step 2: <strong>Chief Human Resources Officer</strong></th>
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<tbody>
<tr>
<td>If the grievance/appeal is not settled under Step 1 and it concerns:</td>
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<tr>
<td>A. an interpretation or an application of this Memorandum of Understanding;</td>
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<tr>
<td>B. a performance evaluation with a rating of “does not meet performance objectives”;</td>
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<tr>
<td>C. deferral or denial of a merit increase, or a dispute about the number of steps granted; or</td>
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<tr>
<td>D. a written reprimand;</td>
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<tr>
<td>it may be appealed in writing to the Chief Human Resources Officer within seven (7) calendar days after receipt of the written decision from Step 1. Appeal of a probationary release alleging discrimination and/or suspension and/or a reduction ordered by an Agency/Department Head or his or her designated representative may be submitted in writing</td>
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</table>
at Step 2 within ten (10) calendar days after receipt of the notice of probationary release alleging discrimination and/or suspension and/or reduction. Within fourteen (14) calendar days after receipt of the written grievance/appeal, the Chief Human Resources Officer or his or her representative 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 in B., C.; and D., above, shall be final and binding and shall not be referable to arbitration.

A grievance alleging discrimination shall first be referred to the County Equal Employment Opportunity (EEO) Office for intake, review, and if applicable, investigation. The grievant/appellant and, if applicable, the IUOE representative shall be notified in writing of the grievance being referred to the EEO Office. The timelines for a grievance alleging discrimination shall automatically be held in abeyance until the EEO Office has completed its intake, review, and if applicable, investigation. Once the EEO Office has completed the intake, review, and if applicable, investigation, the grievant/appellant and, if applicable, the IUOE representative shall be notified in writing the time limits for processing the grievance shall resume.

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 by IUOE to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance.

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 the agreed upon arbitrator and 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 2, it may be presented to the Chief Human Resources Officer within seven (7) 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 a representative of IUOE and shall be submitted in writing as follows:

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 this Memorandum?

d. 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.

2. Findings of Facts and Remedies

a. Findings of Facts

An arbitrator’s decision shall set forth the findings of fact as to each of the charges and the reasons therefore. The arbitrator may sustain, modify or rescind an appealed disciplinary action as follows and subject to the following restrictions:

b. Remedies

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

2) 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.

3) Discharges

a. If the arbitrator finds that the order of discharge should be modified, the employee 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 employee was removed from duty, as determined by the arbitrator.

b. If the arbitrator finds that the order of discharge should be rescinded, the employee 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.

c. Restriction on Remedies

1. The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the employee was reduced or removed from duty, which results from the appealing party’s request for written briefs and/or a transcript of the arbitration proceedings.

2. Restoration of pay and benefits shall be subject to deduction of all unemployment insurance (if not deducted by Employment Development Department) and outside earnings which the employee 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 IV, Section 1.C. 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 XV, NONDISCRIMINATION, of the Memorandum of Understanding between the County and IUOE?

   b. If so, what shall the remedy be under the provisions of Article X, Section 8, B.2., Findings of Facts and Remedies, of the Memorandum of Understanding between the County and IUOE?

2. Findings of Facts and Remedies

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

   b. In the event the arbitrator finds a violation of Article XV, 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 XV, 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:

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1. Sustain the probationary release.

2. Reinstate the employee 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. Reinstate the employee 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. If the grievance/appeal is decided by an arbitrator, the grievant/appellant and IUOE relinquish any current or future claim to seek or obtain remedy through any other County appeal procedure.

2. Except as required by law, the cost of an arbitration (court reporter, arbitrator fees, and costs associated with arbitrator selection) 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 XV, 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.

3. Grievance/Appeal hearings by an arbitrator shall be private.

4. 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.

5. 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 Mediation and 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.

6. 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.

7. 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. It is the responsibility of the party requesting the witness’ testimony to arrange for that witness to be present.

8. 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.

9. 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.

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10. By the mutual agreement of the parties, the County shall be allowed to have at least one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times. The Union shall not unreasonably withhold agreement.

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 fewer 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. Such skills or knowledge must be required on a regular and repetitive basis for this exemption to apply.

C. When two (2) 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 Lists, 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 implemented, employees in regular positions and those occupying limited-term positions at the direction of their Agency/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 in the class designated for layoff, except that an employee with the equivalent of five (5) or more years of continuous service with the County, either in the class designated for layoff or in the Trades Helper class, shall receive credit for all 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 concept, 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 Agency/Department</td>
</tr>
<tr>
<td>Second - New Probationary</td>
<td>Determined by Agency/Department</td>
</tr>
<tr>
<td>Third - Regular/Promotional Probationary</td>
<td>Layoff Points</td>
</tr>
</tbody>
</table>

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 agency/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.

Section 3. Computation of Seniority/Layoff Points

Seniority/Layoff Points:

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

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

Demerit Points

For a rating of “does not meet performance objectives” on the last “Final Review of Performance” 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 points shall not be applied to an employee seeking to enter a lower class through voluntary reduction in lieu of layoff.

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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.

C. The notice of layoff shall include the reason for the layoff, the proposed effective date of the layoff, the employee’s hire date, the employee’s layoff points, a list of classes in the employee’s occupational series within the layoff unit, the employee’s rights under Sections 5 and 6., 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 (3rd) regularly scheduled day of work following actual receipt of the notice to notify their agency/department in writing of their intent to exercise rights under this Section. Employees whose third (3rd) 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 agency/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 agency/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 agency/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 persons shall be placed on AGENCY:DEPARTMENTAL REINSTATEMENT LISTS as provided in subsections 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 CP – 72
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 an agency/department, other than the agency/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 an agency/department, other than the agency/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 eligibles shall be certified. Eligibles certified from COUNTY PREFERRED ELIGIBLE LISTS shall be considered prior to eligibles certified from lower ranking eligible lists. Appointments shall be made only from eligibles 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.

3. An employee who upon retirement signs a statement electing not to be eligible for reemployment under this provision shall have his or her name excluded from the aforementioned lists.

D. In the event two (2) or more agencies/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) agency/department to another agency/department occurs, employees previously laid off from such function(s) who are on an AGENCY/DEPARTMENTAL REINSTATEMENT LIST for the agency/department losing such function(s), shall be removed from such list and shall be placed on a reinstatement list for the agency/department acquiring such function(s) and treated in accordance with the preceding provisions of this Section.

E. Reemployment lists shall be available to IUOE 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 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 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 and vacation, 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 IV, Section 1.B. if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.

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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 at the salary level as if the employee had been on a Leave of Absence Without Pay. 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 (1) from which the employee was reduced, the employee shall be deemed returned to the class from which the employee had been reduced as provided above and the employee's salary shall be determined by treating the employee as though he or she is being promoted from such class.

Section 9. Seniority for Union Stewards and Officers

The Union may designate up to three (3) Union Stewards to receive superseniority solely for purposes of layoffs. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed pursuant to Section 3., above.
ARTICLE XII
ON-THE-JOB INJURY, WORKERS’ COMPENSATION SUPPLEMENT PAY

Section 1. On-the-Job Injury

A. 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.

B. — Workers’ Compensation Supplement Pay [this provision will be in effect for all injuries which arose before October 21, 2014]

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 workers’ compensation temporary disability benefit, shall equal eighty percent (80%) of the employee’s base salary for a period not to exceed one (1) year including holidays.

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 and/or vacation, in that order.

While an employee receives workers’ compensation supplement pay, no deductions nor payments shall be made from any sick leave, compensatory time or vacation time previously accumulated by the employee. The employee shall not accrue sick leave or vacation credit during the period in which the employee receives workers’ compensation temporary disability benefits.

When an injury is determined to be job related by the County or by the Workers’ Compensation Appeals Board, eighty percent (80%) of all sick leave, compensatory time and/or vacation expended since the fourth 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 percent (80%) of all sick leave, compensatory time and/or vacation expended since the first (1st) day of disability shall be restored to the employee’s account(s).
The 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 completion of the probation period.

When an employee is no longer entitled to receive workers' compensation--supplement pay, the employee may, at his or her option, use sick leave, compensatory time, and vacation, in that order, if the employee is compelled to be absent from duty as set forth in paragraph B.2., above.

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 and vacation earning rates.

BC. Workers' Compensation Supplement Pay [this provision will be in effect for all injuries which arise on or after October 21, 2014 through February 13, 2020]

1. 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, and vacation in that order.

2. 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, 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, or vacation expended or since the first (1st) day of disability shall be restored to the employee's account(s).

3. The 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 (1st) fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for completion of the probation period.

4. While an employee is receiving temporary disability payments, the employee may, at his or her option, use sick leave, compensatory time, and vacation, in that order, to supplement such pay so that the employee receives not more than his or her regular salary during the employee's industrial injury leave.

5. 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 and vacation.

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C. Workers’ Compensation Supplement Pay [this provision will be in effect for all injuries which arise on or after February 14, 2020]

1. 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 workers' compensation temporary disability benefit, shall equal eighty percent (80%) of the employee’s base salary for a period not to exceed one (1) year including holidays.

2. 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 and/or vacation, in that order.

3. While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any sick leave, compensatory time or vacation time previously accumulated by the employee. The employee shall not accrue sick leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.

4. When an injury is determined to be job-related by the County or by the Workers' Compensation Appeals Board, eighty percent (80%) of all sick 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 percent (80%) of all sick leave, compensatory time and/or vacation expended since the first day of disability shall be restored to the employee's account(s).

5. The 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 completion of the probation period.

6. When an employee is no longer entitled to receive workers' compensation supplement pay, the employee may, at his or her option, use sick leave, compensatory time, and vacation, in that order, if the employee is compelled to be absent from duty as set forth in paragraph B.2., above.
7. 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 and vacation earning rates.

D. **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 eighty (80) working hours for a full-time employee or fourteen (14) 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 the Union 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. The Union 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. Violation of reasonable safety rules shall be cause for disciplinary action, including discharge.

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 Engineer 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. Protective clothing and devices currently available to employees shall remain available.

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, a Union designated employee shall be allowed to accompany the inspector while the inspector is in the employee’s agency/departement. 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 the Union 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 Union may designate up to four (4) safety representatives, one (1) of whom shall be from the Sheriff’s Department, one (1) from the Airport and two (2) from OC Public Works.

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; and

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b. 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.
ARTICLE XIV  UNIFORMS AND WORKCLOTHES

The County will provide and/or launder three (3) sets of uniforms or coverall type garments per week for employees in the classes of Painter and Metalsmith.

The County will continue the current system of making available or providing appropriate clothing and/or laundering of clothing for all employees in the unit who are currently receiving that service.
ARTICLE XV  NONDISCRIMINATION

Section 1.

The County and the International Union of Operating Engineers, Local 501, 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.

The International Union of Operating Engineers, Local 501, shall not discriminate in membership or representation as required by State and Federal law.
ARTICLE XVI   INSURANCE

Section 1. Health Plans 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 premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

   a. Employee Only Coverage – eighty-five percent (85%) of the employee’s premium or ninety percent (90%) of the employee’s premium if the employee completes the Healthy Steps (wellness incentive) program;

   b. Employee and Dependent Coverage - seventy percent (70%) of the total health plan premium for each employee and such employee’s eligible dependents or seventy-five percent (75%) 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 program.

4. The health plans and their premiums are adopted by, 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 Sharewell Choice PPO plan:
   
a. Employee Only Coverage – forty-five percent (45%) of the employee’s premium or fifty percent (50%) 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 percent (32.5%) of the total health plan premium for each employee and such employee’s eligible dependents or thirty-seven and one-half percent (37.5%) 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 Coverage – one hundred percent (100%) of the premium;
   
b. Employee and Dependent Coverage – 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 Steps 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 by, 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, the County will pay the full cost of employee and dependent coverage for each EME. Employees must report any subsequent changes in marital status such as legal separation or divorce, within thirty (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 V, Section 12 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 through December 31, 2023, active employees are pooled separately from retirees for purposes of setting premiums for participation in County offered health plans.

H. 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 twenty (20) percent. Active employee premiums (contributions/payroll deductions) shall not increase beyond the actuarially determined increases related to active employee claims experience.

Section 2. Health Plan Enrollment

A. New eligible employees will be enrolled in the health plans of their selection effective the first (1st) 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 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 (1st) day of the month following thirty (30) days from the date of return, unless otherwise required by State/Federal law.

A.B. 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.

B.C. 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.D. 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 relevant Federal or California State requirements of coverage at each Open Enrollment.

D.E. Employees who are enrolled in a County health plan at the time of retirement will be given the opportunity to elect and enroll in a Retiree health plan. 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. Dental and Vision Insurance Coverage
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.

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.

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.

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.

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.

The Union shall indemnify and hold the County harmless from any claims or legal actions brought under this Section.

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:

**Summary Annual Report of the Operating Engineers Local 501 Security Fund**

**Form 5500**

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:

- an independent auditor's report
- assets held for investment
- transactions in excess of five percent (5%) of plan assets and

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.

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- The County agrees to discuss changes with IUOE to Section 3. (Dental and Vision Insurance Coverage) regarding the administration of dental and vision coverage for employees in the CP Unit.

**Section 4. Other Insurance**

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The County will provide to all regular, limited-term, and probationary employees the following:

A. Basic life insurance and accidental death and dismemberment insurance will be provided in the amount of ten thousand dollars ($10,000) per full-time employees in the Unit without proof of insurability. 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 required proof of insurability. Employees will have the option to purchase additional 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.

1. Short-term Disability Insurance Plan at no cost to the employee to provide, after sick leave is exhausted, sixty percent (60%) of salary, for up to one (1) year for certified non-occupational injury or illness. The plan will also provide for continuation of the County share of premium for health 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.

2. Long-term disability insurance coverage at no cost to the employee to provide up to sixty percent (60%) of salary with a maximum benefit of two thousand dollars ($2000) per month.

3. Benefits for employees covered under this MOU for both Short−Term and Long−Term Disability Insurance are subject to the limitations and provisions contained in the County’s Insurance Plan Document/Policy, that are applicable to the employees covered under this MOU.

Section 5. Premium Only Plan

The County will implement 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 6. Retiree Medical Plan

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A. **Retiree Medical Grant**

Effective the pay period beginning on June 16, 2023, the Retiree Medical Grant benefits shall be frozen. Employees shall not accumulate additional service hours or credit toward eligibility for the Retiree Medical Grant as of June 16, 2023. Cost of living adjustments (COLAs) and age adjustments, other than the 50% grant reduction at age 65 for retirees eligible for Medicare, shall cease for employees retiring effective on or after June 16, 2023.

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. The County will: (a) fund the cost of the Plan; and (b) establish a trust to administer the Plan.

3. Upon paid County retirement, if eligible retiree 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 health insurance plan and/or Medicare premiums as provided below.

   a. Upon implement of the Plan, for eligible retirees the Grant shall be an amount based on ten dollars ($10.00) 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 health plan premiums no later than the effective dates of such changes, not to exceed three percent (3%) per year. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums. *The adjustments to the Grant (COLAs) based on changes to health plan premiums as referenced in this section will cease to apply for eligible retirees who retire effective on or after June 16, 2023.*

   b. The Grant will be adjusted as follows:

      1. The Grant will be reduced by seven and one-half percent (7.5%) per year for each year of age of the employee less than sixty (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. *This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.*
2. The Grant will be increased by seven and one-half percent (7.5%) per year for each year of age the employee is greater than age sixty (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 seventy (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. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.


4. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first (1st) 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 sixty-five (65) on or prior to October 24, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

c. All current employees who become eligible for a Grant shall be provided a one (1) 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.

C.B. Retiree Medical Plan Lump Sum; Termination; Phase Out

1. An employee who was employed by the County prior to October 24, 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 2. below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after October 24, 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 rate shall be calculated on base salary over the six thousand two hundred forty (6,240) 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 Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

D.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). New employees hired on or after June 16, 2023 are not eligible for the Grant.

Employees who were employed by the County on or before June 15, 2023 with ten (10) or more years of credited service as defined under the Retiree Medical Plan Document, shall be eligible for the Grant. Employees who were employed by the County as of June 16, 2023 with one or more full years of credited service, as defined under the Retiree Medical Plan Document, have been given the option to elect keep their Grant, if otherwise eligible under the Retiree Medical Plan Document, or have the County make a contribution to the County Health Reimbursement Arrangement (HRA) based on their full credited years of service. The County contribution to the HRA will be made as soon as administratively feasible on or after June 16, 2023. If an employee has retired before June 16, 2023, the employee may only receive the Grant, if otherwise eligible under the Retiree Medical Plan Document, and will not be eligible to elect to receive the County HRA contribution.

The County contribution to the HRA will be eight hundred and fifty five dollars ($855) for each full year of credited service, as defined under the Retiree Medical Plan Document. There will be no County contribution for partial credited years of service.

Any employee who elects the Grant shall have the value of their Grant calculated based upon the credited years of service, as defined under the Retiree Medical Plan Document, up to a maximum of 25 years. Any employee whose years of credited service is greater than 25 shall receive eight hundred and fifty five dollars ($855) per each full year of eligible service beyond the 25-year cap contributed by the County to the HRA.
1. 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 credited County service who receives a non-service connected disability retirement pension under OCERS shall not be eligible for a Grant.

   c. A separated employee with fewer than ten (10) years of credited County service or is under normal retirement age and has requested a service or non-service connected disability retirement pension under OCERS shall not be eligible to receive either the Retiree Medical 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.

2. 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.

3. **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 the County service and elects deferred retirement status shall not become eligible for participation in the Grant.
4. 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 (2,080) 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.

**E.D. Survivor Benefits**

1. A surviving dependent of a retiree who was eligible to receive a Grant, as state above in A through C, and who qualifies for a monthly retirement allowance shall be eligible for fifty percent (50%) 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 Section D.1., above, or his or her own Grant, whichever is greater. Such retiree shall not be eligible for both Grants.

**Section 7. Reopeners**

**A. Reopener as a Result of the ACA**

The County and the Union agree to reopen negotiations on this Article and other Articles which are directly affected by the implementation of the Patient Protection and Affordable Care Act (ACA).

**B. Reopener on Retiree Medical**

The County may reopen negotiations on the Retiree Medical Plan (see Section 6, above) during the term of this MOU.

Reestablish 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.
ARTICLE XVII UNION AND EMPLOYEE RIGHTS

Section 1. Employee Rights

The County shall not take any action for which the express or primary purpose is to hinder an employee from, or penalize an employee for, exercising any rights or receiving any benefits provided in this Memorandum.

Section 2. Payroll Deduction

A. Dues and insurance premiums paid by the members of the Craft and Plant Engineer Unit to IUOE shall be deducted by the County from the County warrants of those employees in this Unit who are members of the Union who elect to have their dues deducted in this manner. The County shall transmit the dues deducted to IUOE.

B. IUOE shall notify the County, in writing, as to the amount of dues uniformly required of all members of IUOE and also the amount of insurance premiums required of employees who choose to participate in such programs.

Section 3. Employee Information Listing

Once each quarter during the term of this Memorandum, the County shall provide IUOE with a complete and current listing of all employees in this Unit. Such listings shall include employee name, job classification, agency/department, timekeeping location, salary, and such other information that may be needed pursuant to Article XVI, Section 2.

Section 4. Use of Bulletin Boards

Space shall be made available to the Union on departmental bulletin boards within the Representation Unit. Notice shall be dated and signed by the authorized representative of the Union responsible for its issuance.

Bulletin boards shall be used only for the following subjects:

A. Union recreational, social and related news bulletins;

B. Scheduled Union meetings;

C. Information concerning Union elections or the results thereof;

D. Reports of official business of Union including reports of committees or the Board of Directors; and

E. Any other written material which first has been approved by the CP – 96
Prior to posting, material described in paragraph E., above, shall be signed by an authorized representative of both Union and the Agency/Department Head.

Section 5. Use of County Facilities

The Union may, with the approval of the Chief of Employee Relations, hold meetings of their members on County property during nonworking hours, provided request is made to the Chief Human Resources Officer as to the specific location and dates of the meeting prior to such meeting.

Section 6. Change of Assignment for Union Stewards

Management shall not, whenever practicable, permanently assign a Union Steward to a different work location if the Steward objects to the assignment and there is another employee in the same classification who meets the specific qualifications for the assignment. However, a Steward shall not object to a change in assignment except for good cause.

Section 7. Dues

A. The Union shall submit to the County a certified list of dues paying members which will be used by the County to determine from which employees to deduct monthly Union dues. In the event of an addition or subtraction to the certified list the Union shall submit an amendment to the County which will supersede the previous certified list.

B. The amount of dues shall be determined by IUOE and the County shall implement any change in the first (1st) pay period which commences thirty (30) days after the Chief Human Resources Officer receives written notice of the change.

C. Management Responsibilities

1. Payroll Deductions

   The County shall deduct the dues from twenty-six (26) bi-weekly pay warrants of each regular, full-time employee in the representation unit whom the Union has certified as dues paying members. All dues deducted hereunder shall be promptly transmitted by the County to IUOE. The employee’s earnings must be sufficient after required deductions are made to cover the amount of dues authorized. When an employee is in a non-pay status for an entire pay period, no
deductions under this Article will be taken.

2. Notification of Change of Status

The County shall notify IUOE promptly of any employee who, because of a change in employment status, is no longer a member of the Craft and Plant Engineer Unit, or who is no longer subject to the provisions of this Article.

D. IUOE Responsibilities

Indemnification

IUOE agrees to indemnify and hold harmless the County for any loss or damage arising from the operation of this Article. The County shall, immediately upon receipt of notice of the commencement of any legal or administrative proceeding out of the operation of this Article, inform IUOE and shall fully cooperate with IUOE and shall provide IUOE with all information, documents and assistance reasonably necessary for the opposition, defense, settlement, trial or appeal of such proceeding. IUOE shall have the sole right to determine whether any such proceeding shall be opposed, defended, settled, tried or appealed.

Section 8. New Employee Orientation

New Employee Orientation (NEO), which is offered on an optional basis, in a classroom format on a monthly basis for newly hired County employees.

1. A regular, limited term or probationary employee who does not attend NEO within the first (1st) month of County employment (i.e., the newly hired employee has not attended the first (1st) monthly offering of NEO), will be eligible for paid release time to meet with IUOE, at the employee’s option, subject to the following:

   a. The paid release time does not exceed thirty (30) minutes, inclusive of any travel time; by mutual agreement of the County and IUOE, the amount of paid release time may be extended in any single instance due to extenuating circumstances;

   b. The request for release time must be made by either IUOE (i.e., an IUOE staff representative or an IUOE Steward as provided in subparagraph 2 below) and submitted to the agency/department Human Resources Manager (or designee) and the employee’s supervisor or manager at least 3 business days in advance; and

   c. The paid release time will generally be scheduled adjacent to the employee’s regularly scheduled unpaid lunch break and at a date/time that does not
interfere with business needs.

2. An IUOE Steward (i.e., “authorized grievance/appeal representative” as defined in Article X - Grievance Procedure and Disciplinary Appeals under “Employee Representation”) will also be eligible for paid release time to meet with the newly hired employee referenced in subparagraph 1 above, subject to the following:

   a. The paid release time does not exceed thirty (30) minutes, inclusive of any travel time, in any single instance, unless the amount of paid release time is extended in any single instance by mutual agreement of the County and IUOE due to extenuating circumstances; and generally does not exceed one (1) hour total per agency/department per pay period.

   b. The request for release time must be made by either IUOE or the IUOE Steward to the agency/department Human Resources Manager (or designee) and the employee’s supervisor or manager at least three (3) business days in advance;

   c. The paid release time will generally be scheduled adjacent to the IUOE Stewards regularly scheduled unpaid lunch break and at a date/time that does not interfere with business needs; and

   d. Whenever practicable, an IUOE Steward will meet with all newly hired employees in the same agency/department and/or work location as a group.
ARTICLE XVIII  POSITION CLASSIFICATION

Section 1.  Reclassification of a Position

A. Sections 2., 3. and 4. shall apply only to individual classification problems or studies involving small numbers of employees where the issue is a question of allocating a position from one (1) existing class to another. Classification Maintenance Reviews are excluded from the provisions of Sections 2., 3. and 4.

B. Classification Maintenance Review is defined as 1) any study which involves all positions in a class or series except for a class or series with five (5) or fewer positions; 2) any study which involves all positions in an organizational unit which is greater than five (5) positions; 3) any study in which the class concept, minimum qualifications or salary relationship is at issue.

Section 2.  Procedure for Requesting Reclassification of a Position

Step 1: An employee who believes his or her position is not properly classified may submit a written request to his or her Agency/Department Head that a classification study be conducted. Requests shall state the reasons the employee believes the present class is not appropriate and which class the employee believes is appropriate based on the employee's present duties.

Step 2: Appropriate agency/department response to an employee's request for reclassification includes, but is not limited to, (a) denial of the request, or (b) forwarding of the request to the Human Resource Services with a recommendation that a classification study be conducted. If the request is denied, the employee shall be given a written statement of the reasons for the denial. If management denies the request or fails to respond within thirty (30) calendar days, the employee may submit the request to the Union for consideration.

Step 3: Within thirty (30) calendar days thereafter, the Union may request in writing that the Human Resource Services conduct a classification study of the position.

Step 4: If the Human Resource Services studies a position at the employee’s request as provided in Section 2., Steps 1 and 2 and the employee does not agree with the County's decision, the employee may submit a request for a restudy to the Union. The Union may then request another study as provided in Section 2., Step 3.
Step 5: The Human Resource Services shall determine when the position was last studied and whether there has been a change of duties or change in classification structure which justifies restudy. If the restudy is justified, the employee shall be given a Position Description Form within fifteen (15) days. If not justified, the County shall notify the Union within fifteen (15) days. The Union may then request a consultant review as provided in Section 4.

Step 6: Within one hundred twenty (120) calendar days after the Human Resource Services receives the completed Position Description Form, the Human Resource Services shall notify the Union of the appropriate classification of the position.

Section 3. **Limitations on Concurrent Studies**

A. The County shall not be required to initiate a study if the total number of positions currently requested by the Union for reclassification studies plus this request exceeds ten (10) positions.

B. The ten (10) position limitation shall apply only to studies for which Position Description Forms have been initiated and shall not include studies which have been referred to or are pending referral to a consultant.

Section 4. **Review of Disputed Position Classification Decisions**

A. If the County does not respond at the end of one hundred twenty (120) days or if the Union does not agree with a position classification decision of the County, after the steps in Section 2. have been followed, the issue may be presented to a classification consultant for advisory review. Other provisions notwithstanding, no more than twenty-five (25) positions may be referred to a consultant per fiscal year.

B. The consultant’s review shall be documented on forms supplied by the County and used by the County for documenting its classification decisions.

C. The consultant shall have access to the organizational and classification files of the Human Resource Services and shall have the right to conduct the classification study in the manner the consultant deems most appropriate.

D. Any salary change for any employee resulting from a consultant’s advisory recommendation shall be effective no sooner than the beginning of the pay period following the decision of the County at Step 6 of the procedure described in Section 2., above.
E. A consultant shall be chosen who has experience in conducting position classification analyses for local governmental agencies. The consultant will be chosen by a committee with an equal number of County and IUOE members. The cost of the consultant shall be shared equally by the County and IUOE.
ARTICLE XIX  DEFINED CONTRIBUTION

Section 1

An employee in a regular or limited term position may, at his or her request, participate in the County's 457(b) Defined Contribution Plan.

Section 2

The County and IUOE agree to a reopener to discuss the automatic enrollment of new hire IUOE members in the appropriate County Defined Contribution plan.
ARTICLE XX     PROVISIONS OF LAW

It is understood and agreed that this Memorandum is subject to all current and future applicable Federal and State laws and regulations. If any part or provision of this Memorandum is in conflict or inconsistent with such applicable provisions of Federal or State laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum shall not be affected thereby.
ARTICLE XXI   RETIREMENT

Section 1. Retirement Benefit Levels

A. For Employees Hired Before January 1, 2013 or If Hired on or After January 1, 2013, are Not Considered “New Members” within the Meaning of the Public Employees’ Pension Reform Act of 2013 (PEPRA)

1. Except as set forth in Sections A.2 and A.3 below, 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.)

   a. 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.

   b. 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.

2. “1.62% at 65” Pension Formula Election for Employees Hired Prior to May 7, 2010

   a. Employees hired prior to May 7, 2010 will be eligible for the Pension Formula Election described below once the Board of Supervisors approves an implementing resolution (which shall be after pending tax issues have been resolved so that the election will not result in any negative tax consequences for eligible unit members). Eligible employees will have one hundred eighty (180) calendar days from that date within which to elect one (1) time only whether to terminate for future County service their pension calculation stated in Government Code section 31676.19 (the “2.7% at 55” benefit formula) and elect instead the pension calculation stated in Government Code section 31676.01 (the “1.62% at 65” benefit formula) for future County service.

   b. In the event an eligible employee fails to make an election during the period set forth in Subsection 2a above, the employee shall continue to be provided with the “2.7% at 55” benefit formula and shall make the employee retirement contributions established for that benefit formula.

   c. In the event an eligible employee elects the “1.62% at 65” benefit formula, the employee shall be eligible to participate in the County 1.62 Retirement 457(b) Defined Contribution Plan (the “1.62 DC

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c.d. Effective with the beginning of the pay period following the date an employee elects the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Government Code section 31621. The employee will also make the contributions described in Section 2.B and C of this Article.

3. Election Option of “2.7% at 55” or “1.62% at 65” Pension Formula for Those Employees Hired by the County between May 7, 2010 and prior to January 1, 2013

a. Employees hired on or after May 7, 2010 and prior to January 1, 2013 were required to make the pension benefit formula election provide for in Board Resolution 10-072.

b. Employees had forty-five (45) calendar days from the date of hire or appointment to elect either the “2.7% at 55” benefit formula or the “1.62% at 65” benefit formula. Regardless of which benefit formula was selected, the employee is required to make retirement contributions in accordance with the provisions of Section 2.B and C below.

c. In the event an eligible employee failed to make an election during the forty-five (45) day period set forth in subsection 3.b above, the employee was deemed to have elected the “1.62% at 65” benefit formula.

d. An employee who elected, or was deemed to have elected, the “1.62% at 65” benefit formula is eligible to participate in the “DC Plan” described in Section 3 below.

e. After the employee made an election or was deemed to have made an election as described in Subsection 3.b and c. above, the employee is required to make retroactive contributions that would have been made from the employee’s hire or appointment date, for the appropriate election as described in this Article. County matching contributions to the DC Plan, for employees who chose the “1.62% at 65” benefit formula are not retroactive to the employee’s date of hire and are calculated from the date that the employee made an election or was deemed to have made an election of the “1.62% at 65” benefit formula.

f. Effective with the pay period following the date an employee elected or was deemed to have elected the “1.62% at 65” benefit formula, the normal employee contribution rate to the
retirement system for the employee will be calculated pursuant to Section 31621 of the Government Code. The employee will also make the contributions described in Section 2.B and C below.

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 will be the “1.62% at 65” benefit formula described in Government Code section 31676.01, utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement. Employees will also make the contributions described in Section 2.B and C below.

2. “New Members” are eligible to participate in the “DC Plan” described in Section 3 below.

Section 2. Retirement Contributions

A. Members’ normal contribution rates shall 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 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 recommended by the OCERS actuary. Employees will pay the full member contribution 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.

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, unit members 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 (or Section 31621 of the Government Code, if applicable), 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

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the actuary. The additional employee contribution made under this paragraph is known as the “Reverse Pickup” and is designed to offset both the prospective increased costs, as well as the 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 employee contribution shall continue beyond the expiration date of this MOU, for the purpose of amortizing, over a twenty (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 twenty (20) year period set forth above.

2. Reduction in Reverse Pickup

a. Effective the first (1st) day of the first (1st) full pay period following Board of Supervisors adoption of this MOU (February 14, 2020), the annual reverse pickup contribution rate for employees in the PEPRA and 1.62% at 65 Classic benefit formulas will be frozen at the fiscal year 2019-2020 rate. The reverse pickup contribution rate for employees in the 2.7% at 55 benefit formula shall continue to be calculated pursuant to Section 2 of this Article.

b. Effective the first (1st) day of the first (1st) full pay period (February 14, 2020) following Board of Supervisors adoption of this MOU, reduce Reverse Pickup by an ongoing 1.20%.

c. Effective July 3, 2020, reduce Reverse Pickup by an additional 1.20%, for a total fixed ongoing 2.40% reduction of the employee's paid reverse pickup.

d. Effective July 2, 2021, reduce Reverse Pickup by an additional 0.46%, for a total fixed ongoing 2.86% reduction of the employee’s paid reverse pickup.

e. By July 2, 2021, the entire Reverse Pickup for employees in the PEPRA and 1.62% at 65 Classic benefit formulas shall be eliminated.

Section 3. Defined Contribution Retirement Plan

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A. Beginning on May 7, 2010, the County will make available a County 1.62 retirement Section 457(b) Defined Contribution Plan (the “1.62 DC Plan”) comprised of a voluntary 457(b) plan and a 401(a) matching plan to those employees who are covered by the “1.62% at 65” benefit formula (whether by election or have been hired on or after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA). These employees will be permitted to make voluntary contributions to the 1.62 Section 457(b) DC Plan. The County will make matching contributions as described in Section 3.B. below.

B. The County will contribute a biweekly amount to the 1.62 Section 401(a) DC Plan for an eligible employee equal to the biweekly amount that the employee contributes to the County 1.62 Section 457(b) DC Plan, not to exceed two percent (2%) of the employee’s base salary (the “match”). County contributions to the 1.62 Section 401(a) DC Plan shall vest on behalf of the participant after that participant has been continuously employed by the County for a period of five (5) years. For this purpose, one (1) year shall be equal to two thousand eighty (2,080) paid hours of service, exclusive of overtime.

C. This Section shall only apply to IUOE represented employees covered under this MOU, newly hired on or after the first day of the first full pay period following Board approval and adoption of this MOU, and who are covered by the “1.62% at 65” retirement benefit formula (whether by election, deemed to have elected or are hired after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA).

a. Employees shall be given an opportunity during the first 90 days after their date of hire to affirmatively opt out of enrollment in the 1.62 Section 457(b) DC Plan.

b. If an employee does not affirmatively opt out of enrollment in the 1.62 Section 457(b) DC Plan within 90 days of their date of hire, the County will automatically enroll the employee in the 1.62 Section 457(b) DC Plan and make an automatic deduction of two percent (2%) of the employee’s base salary which shall be contributed to the 1.62 Section 457(b) DC Plan. Such contributions will begin with the first full pay period after the first 90 days of the employee’s date of hire.

c. If the employee does not make an investment selection before the County has automatically enrolled the employee in the 1.62 Section 457(b) DC Plan, the investment selection will be the selection recommended by the Defined Contribution Advisory Committee and approved by the 1.62 Section 457(b) DC Plan Trustee. Employees may change their investment selection as permitted under the 1.62 Section 457(b) DC Plan.

d. The County will make biweekly contributions to the 1.62 Section 401(a) DC Plan as stated in Section 4.B. above. Such contributions shall vest as
described in Section 4.B., above.

e. Employees shall be permitted to stop contributions to the 1.62 Section 457(b) Plan by giving proper notice to the County as required under the 1.62 Section 457(b) Plan.

G-D. Employee contributions to the County DC Plan and the County contributions to the Section 401(a) Defined Contribution Plan shall be subject to contribution limits imposed by the Internal Revenue Service. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

Section 4. Tax-Deferred Retirement Plan

The County administers an approved tax-deferred retirement plan which allows employees to reduce their taxable gross income by the amount of their retirement contribution. The plan shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.
ARTICLE XXII    WORKSITE SENIORITY

All employees in the Unit shall accumulate seniority on a worksite basis within any single classification represented in this MOU. This seniority shall apply only for purposes of choice of shifts, transfers, and assignments and does not apply in other circumstances covered within this MOU (e.g. layoffs or overtime).

Worksite designations shall be established jointly with the Department and IUOE. The County shall provide a seniority list for each worksite by classification to IUOE’s Chief Steward at the beginning of each calendar year.

There shall be no change to an existing employee’s worksite seniority ranking when:

   a. an employee is reassigned to that worksite;

   b. an employee at a worksite accepts a promotion at the same worksite;

   c. a new employee is hired to that worksite.

The most recently reassigned, promoted or newly hired employee will have the lowest seniority in classification at a worksite. The choice of shifts, transfers and assignments by seniority may be made only when vacancies occur and provided that the employee is capable of performing the work.

For purposes of this Article, “vacancy” is defined as a position that either has been newly created for a worksite or has been vacated by a previous incumbent at a worksite.

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ARTICLE XXIII       IDENTIFICATION BADGES

The County shall provide identification badges for the purpose of identifying employees of the Unit required to work in secured areas.
ARTICLE XXIV  MANAGEMENT RIGHTS

Any of the rights, powers or authority the County had prior to the signing of this Memorandum are retained by the County, except those specifically abridged, delegated or modified by this Memorandum provided that such management rights do not restrict employees from filing grievances concerning the application or interpretation of this Memorandum nor restrict the Union from consulting with management about the possible consequences of management decisions that affect employees in the Unit.
ARTICLE XXV   MODIFICATION AND WAIVER

Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, only upon mutual agreement, to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of representation, during the term of this Memorandum.
ARTICLE XXVI    NO STRIKE/NO LOCKOUT

Except as provided in the IUOE Constitution and Bylaws, employees of the Unit shall not participate, in any way, in job actions taken by other employees of the County of Orange.

**Strikes**

During the life of this Agreement, no work stoppages, strikes or slowdowns that can be interpreted as job actions shall be caused or sanctioned by IUOE nor shall any lockouts be caused by the County.
ARTICLE XXVII  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 eligible 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 XXVIII — WORKING GROUP

The parties agree to establish a working group to discuss creating an Apprenticeship Program and entry level trades classifications.
APPENDIX A

Classes included in the Craft and Plant Engineer Unit:

<table>
<thead>
<tr>
<th>Class Code</th>
<th>Class Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>3112CP</td>
<td>Air Conditioning Mechanic</td>
</tr>
<tr>
<td>3390CP</td>
<td>Assistant Plant Operating Engineer</td>
</tr>
<tr>
<td>3116CP</td>
<td>Carpenter</td>
</tr>
<tr>
<td>3122CP</td>
<td>Electrician</td>
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<tr>
<td>3124CP</td>
<td>Elevator Mechanic</td>
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<tr>
<td>3126CP</td>
<td>Environmental Control System Specialist</td>
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<tr>
<td>3166CP</td>
<td>Facilities Mechanic</td>
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<td>3167CP</td>
<td>Facilities Mechanic Leadworker</td>
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<tr>
<td>3164CP</td>
<td>Locksmith</td>
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<td>Metalsmith</td>
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<tr>
<td>3393CP</td>
<td>Plant Operating Engineer</td>
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<tr>
<td>3136CP</td>
<td>Plumber</td>
</tr>
<tr>
<td>3106CP</td>
<td>Trades Helper</td>
</tr>
</tbody>
</table>
DEAL POINTS

For a new Memorandum of Understanding between the County of Orange and the International Union of Operating Engineers, Local 501

August 23, 2023

1. Contract Term: Three-year term (June 30, 2023 through June 25, 2026)

2. Article III (Salaries):
   - Effective the first day of the pay period following Board of Supervisors adoption of the 2023-2026 MOU, the salary schedule will be increased 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 4.00%.

3. Article II, Section 5. (Premium Pays):
   - Jail Supplemental Pay – Increase the pay from $1.00 per hour to $1.50 per hour for all hours actually paid.
   - Reopener - Review the premium pays for classifications assigned to the OCPW/CUF Plant and Sheriff/ Harbor for potential updates and changes. The review shall commence its work within 120 days of adoption of the 2023 MOU. Human Resource Services will strive to complete its review no later than 180 days after commencement of the study.

4. Article II, Section 5. (Premium Pays) – Clarify language for Night Shift Differential - Night shift shall mean an assigned work shift (e.g., regular shift, overtime shift, or additional shift) of seven (7) consecutive hours or more, which includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m.


6. Article IV, Section 1.E. (Extension of Probation Periods) – Add new language extending probation period during investigation process for employees on paid Administrative Leave.

7. Article IV, Section 1.E.3. (Extension of Probation Periods) – Add promotional probation as an option for extensions of probation periods.

8. Article V (Leave Provisions) – Create a workgroup to clarify language regarding Leaves of Absences, including streamlining language for understandability and ensure compliance with statutory requirements.

9. Article V, Section 2. (Bereavement Leave) – Allow flexibility with time taken within 6 months if the employee provides notice prior to the end of the 6 months.

10. Article V, Section 13. (Catastrophic Leave) – Permit individual donations of annual leave, vacation, sick leave (24 hours maximum per fiscal year), and/or compensatory leave time to
an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition or other serious circumstances.

11. Article VI (Vacation) – Reduce time requirement for requests. Employees in the classes of Plant Operating Engineer and Assistant Plant Operating Engineer shall request vacation time off at least 14 calendar days before the beginning of pay period, except in emergencies.

12. Article VII, Section 1. (Holidays) – Effective the first day of the first full pay period following adoption of this MOU, observe Native American Day in lieu of Columbus Day.

13. Article VII, Section 1. (Holidays) – Effective the first day of the first full pay period following adoption of this MOU, when a holiday falls on a Saturday, the Friday immediately preceding shall be observed as the holiday.

14. Article X, Section 7. (Internal Grievance / Appeal Steps) – Timelines to be tolled when an EEO allegation is made via a grievance. A grievance alleging discrimination shall first be referred to the County EEO Office for intake, review, and if applicable, investigation.

15. Article X, Section 8.D. (Referrals to Arbitration) – Add language clarifying shared cost of arbitration. The cost of an arbitration (court reporter, arbitrator fees, and costs associated with arbitrator selection) shall be shared equally.

16. Article XVI, Section 3. (Dental and Vision Insurance Coverage) – The County agrees to discuss changes with IUOE to Section 3. (Dental and Vision Insurance Coverage) regarding the administration of dental and vision coverage for employees in the CP Unit.

17. Article XVI, Section 7. (Insurance) – Reestablish 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.

18. Article VIII, Section 3. (Reimbursement Programs – Safety Work Boots) – Increase amount to $300 and allow Department Head to decide on reimbursement, voucher, boot mobile, or a stipend option(s) per year.


20. Classification review of Facilities Mechanic series. Discuss outside of negotiations, no changes/additions to the CP unit MOU.

21. Extra Help and Working Retiree – Remove all mention and provisions from MOU. PSR has all the updated terms and conditions.

22. Modify language to address administrative changes which have occurred during the term of the contract.

Tentative Agreement
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 and does not supersede previously agreed-upon tentative agreements. Final agreement is dependent upon ratification of the 2023 – 2026 MOU by IUOE and adoption by the County’s Board of Supervisors.

For IUOE, Local 501

_______________________________   ______________________________
Deric Barnes  Date     Marc Gallonio  Date
Director of Public Employees      Lead Negotiator

For the County of Orange

_______________________________   ______________________________
Deric Barnes  Date     Marc Gallonio  Date
2064CAB7-F25B-4EBE...     A7D04D66C1D4OC1...
September 7, 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 September 12, 2023, Board Hearing.

Agency: Sheriff-Coroner
Subject: Retroactive Amendment to Secure Guard Security Services Inc. Contract
Districts: 2

Reason Item is Supplemental: This item is being requested as a supplemental due to realizing funds were not properly captured causing a contract overrun. Sheriff-Coroner Department is now requesting additional funds be added to the contract for unarmed security services with Secure Guard Security for Sheriff/Technology’s new building at 1382 Bell Ave., Tustin CA (currently under construction). This item must be heard on the September 12, 2023, Board Meeting and cannot be moved to a later Board date as this would result in lapse in service.

Justification: Due to the delay in occupying the building because of construction delays, we will need further security services through to February 2024. We will need the continual assistance of this company’s services, who are very responsive and responsible, for two security guards daily, weekends and Holidays 24/7.

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: 9/12/23
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 2
SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner Department
DEPARTMENT HEAD REVIEW: [Signature]

DEPARTMENT CONTACT PERSON(S):
Deena Fulghum (714) 704-7979
Ray Grangoff (714) 647-1843

SUBJECT: Retroactive Amendment to Secure Guard Security Services Inc. Contract

<table>
<thead>
<tr>
<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>Approved as to Form</td>
<td>Discussion</td>
</tr>
<tr>
<td>[Signature]</td>
<td>County Counsel Signature</td>
<td></td>
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</tbody>
</table>

| Budgeted: Yes | Current Year Cost: $399,453 | Annual Cost: N/A |
| Staffing Impact: N/A | # of Positions: N/A | Sole Source: Yes |
| Current Fiscal Year Revenue: N/A | | County Audit in last 3 years No |
| Funding Source: State: Prop 172 100% | Levine Act Review Completed: Yes |

Prior Board Action: 2/28/2023 #S41F

RECOMMENDED ACTION(S)
Retroactively authorize the County Procurement Officer or Deputized designee to execute Amendment Number One to the Secure Guard Security Services Inc., sole source contract for unarmed security guard services and increase the current contract amount of $192,700, by $399,453, for a cumulative amount of $592,153, for term of February 28, 2023, through February 27, 2024.

SUMMARY:
Retroactive approval of Amendment Number One to the contract with Secure Guard Security Services Inc. will allow the Sheriff-Coroner to continue to provide the unarmed security guard services at the Technology Building.

BACKGROUND INFORMATION:
The Sheriff-Coroner Department (Sheriff) requires a contract for unarmed security guard services for Sheriff's Technology building located at 1382 Bell Ave., Tustin CA which is currently under construction. Sheriff would like to retain Secure Guard Security Services Inc., (Secure Guard) which is the same vendor.
the builder had in use for unarmed security guard services for crime deterrents. The prior company Sheriff contracted with allowed several significant thefts to occur after we took control of the building so the decision was made to utilize Secure Guard to offer more reliable services. Secure Guard will be providing services until our Sheriff personnel occupy the new facility. Funds were not properly captured causing a contract overrun. Sheriff is now requesting additional funds be added to the contract.

Secure Guard shall provide unarmed security guard service to Sheriff as follows:

Provide two unarmed guards, seven days a week.
- Work hours shall be twenty-four hours including weekends and holidays.

Unarmed security guards shall:
- Maintain a presence at the service location for crime deterents.
- Notify Tustin Police Department in the event of a disturbance.
- Respond to any and all disturbances within the property boundaries.
- Conduct hourly patrol of the property as defined by Sheriff.
- Safeguard assets located on site.
- Check customers entry and exit points.
- Monitor and report any activity to Sheriff.
- Handle/Monitor the parking lot.
- Consult safety measures to Sheriff.
- Deter crime and violence.

The following table details the contract history with Secure Guard.

<table>
<thead>
<tr>
<th>Board of Supervisors (Board) Approved</th>
<th>Amendment Number or Contract</th>
<th>Contract Term</th>
<th>Contract Amount</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>n/a</td>
<td>Purchase Order</td>
<td>9/2/22-2/27/23</td>
<td>$190,000</td>
<td>Emergency Purchase Order PO-060-23010271 was issued administratively based on the delegated authority granted by the Board as reflected in the County's 2021 Contract Policy Manual, Section 3.3-123.</td>
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</tbody>
</table>

Sheriff now requests retroactive Board approval of Amendment Number One to the sole source contract with Secure Guard for unarmed security guard services as noted in the recommended action.

The Orange County Preference Policy is not applicable to the contract amendment.

Contractor performance has been confirmed as at least satisfactory. Sheriff has verified that there are no concerns that must be addressed with respect to contractor's ownership/name, litigation status or conflicts with County interests. Through the normal County vetting process, the purchase of unarmed security guard
services, has been deemed a sole source as this vendor was previously used by the builder and will provide continuity of reliable services. This contract does not currently include subcontractors or pass through to other providers. See Attachment C for the Contract Summary Form.

FINANCIAL IMPACT:

Appropriations for this contract will be absorbed in Sheriff-Coroner's Budget Control 060 FY 2023-24 Budget. The contract contains language allowing the Sheriff-Coroner Department to terminate the contract without penalty with cause or after 30 days of written notice without cause in the event that funding is reduced and/or not available to continue funding the contract.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Amendment Number One to Contract MA-060-23010736
Attachment B – Redline of Original Contract
Attachment C - Contract Summary Form
AMENDMENT NUMBER ONE
TO
CONTRACT MA-060-23010736
BETWEEN THE
COUNTY OF ORANGE
AND
SECURE GUARD SECURITY SERVICES INC.

This AMENDMENT NUMBER ONE to Contract Number MA-060-23010736 (hereinafter “AMENDMENT NUMBER ONE”) between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter “COUNTY”), and Secure Guard Security Services Inc., (hereinafter referred to as “CONTRACTOR”) with a place of business at 3972 Barranca Pkwy., Ste. J164, Irvine, CA 92606 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Unarmed Security Guard Services on February 28, 2023, for a one (1) year term of February 28, 2023 through and including February 27, 2024, in an amount not to exceed $192,699.52 renewable for one (1) additional year (hereinafter "ORIGINAL CONTRACT");

WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT for the term of February 28, 2023 through and including February 27, 2024 to increase the not to exceed amount by $399,452.48 for a new not to exceed amount of $592,152.00 and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

ARTICLES

b. Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges, of the ORIGINAL CONTRACT is amended in part to read as follows:

1. Contract shall not exceed $592,152.00 for the term February 28, 2023 through and including February 27, 2024.

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.
IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER ONE to Contract number MA-060-23010736.

*Contractor: Secure Guard Security Services Inc.

By: [Signature]
Print Name: Ahmad Hamidi
Title: Executive Director
Date: 04/31/2023

*Contractor: Secure Guard Security Services Inc.

By: [Signature]
Print Name: Homeyra Hamidi
Title: Secretary
Date: 08/30/2023

*If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above-described provision.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange
A political subdivision of the State of California

[Logo]
Sheriff-Coroner Department

By: [Signature]
Print Name: [Name]
Title: [Title]
Date: [Date]

Approved by the Board of Supervisors: [Name]

Approved as to Form

Office of the County Counsel
Orange County, California

By: [Signature]
Deputy

Folder: C014151
Amendment Number One to
Contract MA-060-23010736
with
Secure Guard Security Services
for
Unarmed Security Guard Services

This Contract MA-060-23010736 for Unarmed Security Guard Services (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as “County”) and Secure Guard Security Services, with a place of business at 3972 Barranca Parkway, Suite J164, Irvine, CA 92606 (hereinafter referred to as “Contractor”), with a County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Compensation and Pricing Provision
Attachment C – Campaign Contribution Disclosure Form

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Unarmed Security Guard Services under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide Unarmed Security Guard Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional
terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.

C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor’s expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

F. Acceptance Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Warranty: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor’s part to indemnify, defend and hold County and its indemnities as identified in paragraph “Z” below, and as more fully described in paragraph “Z,” harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph “Z” below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney’s fees.

I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the
performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers’ compensation or other fringe benefits of any kind through County.

N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Provisions: Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor’s expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of
the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County’s Risk Manager, or designee, upon review of Contractor’s current audited financial report. If Contractor’s SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor’s, its agents, employee’s or subcontractor’s performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2) Contractor’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor’s SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$3,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$3,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>for owned, non-owned and hired vehicles</td>
<td>Statutory</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td></td>
</tr>
<tr>
<td>Employers Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>

Required Coverage Forms
The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insured’s, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT*.

2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

3) The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT*.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest’s clause also known as a “separation of insured’s” clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.
The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. Changes: Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor’s duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor’s performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor’s name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.

T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “Z” below,
Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. Freight: Prior to the County’s express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

V. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney’s fees, costs and expenses.

X. Interpretation: This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections: Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial
records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor’s records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor’s records pertaining to this agreement shall be forwarded to the County’s project manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County’s Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.

2. Term of Contract: This Contract shall commence upon execution of all necessary signatures and continue for one (1) calendar year from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.

3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one (1) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. Adjustments – Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.

5. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

   a) Terminate the Contract immediately, pursuant to Section K herein;
b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

6. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

7. Conflict of Interest – Contractor’s Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

8. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

9. Contractor’s Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

10. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
11. Contractor’s Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

12. Contractor Personnel – Uniform/Badges/Identification: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor’s employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

13. Contractor’s Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

14. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

15. Cooperative Contract: This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any subordinate contract entered into with another governmental entity pursuant to this Contract, a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The Contractor is responsible for providing each governmental entity a copy of this Contract upon request. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the County of Orange departments and governmental entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County’s request.
Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year; however, in no case shall a subordinate contract exceed five (5) years in duration.

16. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

17. Default – Reprocurement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

18. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
   a. The dangers of drug abuse in the workplace;
   b. The organization’s policy of maintaining a drug-free workplace;
   c. Any available counseling, rehabilitation and employee assistance programs; and
   d. Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
   a. Will receive a copy of the company’s drug-free policy statement; and
   b. Will agree to abide by the terms of the company’s statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

19. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays $600 or more or with whom the County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a contract for services performed for that government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer_Services.htm](http://www.edd.ca.gov/Employer_Services.htm)

20. Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

21. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

22. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate.
against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

23. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County’s Project Manager.

24. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Secure Guard Security Services
3972 Barranca Parkway, Suite J164
Irvine, CA 92606
Attn: Homeyra Hamidi
Ph: 949-885-6762
Email: homeyra@secureguardservices.com

County: Sheriff-Coroner Department/Technology
840 N. Eckhoff Street, Suite 104
Orange, CA 92868
Attn: Luana Weinkauf
Ph: 714-704-7961
Email: lweinkauf@ocsheriff.gov

Assigned DPA: County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
25. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

26. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

27. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

28. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

29. **Sub-Contracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

30. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

-Signature Page to Follow-
Signature Page

The Parties hereto have executed this Amendment Number One to Contract# MA-060-23010736 for Unarmed Security Guard Services on the dates shown opposite their respective signatures below.

Contractor*: Secure Guard Security Services

By: _______________________________ Title: _______________________________
Print Name: ______________________ Date: ________________________________

Contractor*: Secure Guard Security Services

By: _______________________________ Title: _______________________________
Print Name: ______________________ Date: ________________________________

*If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange
A political subdivision of the State of California

Sheriff-Coroner Department

By: _______________________________ Title: _______________________________
Print Name: ______________________ Date: ________________________________

Approved by the Board of Supervisors: ____________________

Approved as to Form
Office of the County Counsel
Orange County, California

by ____________________
ATTACHMENT A

Scope of Work

Contractor shall provide Unarmed Security Guard Services to County as follows:

- Provide (2) unarmed guards, 7 days a week
- Work hours shall be 24 hours including weekends and holidays.

- Unarmed Security Guards shall:
  - Maintain a presence at the service location for the safety of staff members, clients, and visitors.
  - Notify law enforcement (Tustin Police Department) in the event of a disturbance.
  - Respond to any and all disturbances within the property boundaries.
  - Conduchourly patrol of the property as defined by the County.
  - Safeguard assets located on site.
  - Check customers entry and exit points.
  - Monitor and report any activity to County.
  - Handle/Monitor parking lot.
  - Consult safety measures and management.
  - Deter crime and violence.

In case of an emergency, contractor shall contact:
Tustin PD or dial 911

Emergency Notification Numbers:
Joe Giese- 714-380-4927
Dorian Baxter- 714-231-2621
Deena Fulghum- 714-949-2451
Dave Fontneau- 949-988-9774

Service Location:
1382 Bell Avenue
Tustin, CA 92780
ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Unarmed Security Guard Services as set forth in Attachment A, “Scope of Work”.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Cost for regular hours: $26.50 per hour – per guard
Cost for overtime pay for weekends and holidays: $39.75 per hour – per guard

Contract shall not exceed $592,152.00.

3. Price Increase/Decreases: No price increases will be permitted during the first year of the contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.

4. Firm Discount and Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

5. Contractor’s Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

6. Payment Terms – Payment in Arrears: Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.
Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

8. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

   a. Contractor’s name and address
   b. Contractor’s remittance address, if different from 1 above
   c. Contractor’s Taxpayer ID Number
   d. Name of County Agency/Department
   e. Delivery/service address
   f. Master Agreement (MA) or Purchase Order (PO) number
   g. Agency/Department’s Account Number
   h. Date of invoice
   i. Product/service description, quantity, and prices
   j. Sales tax, if applicable
   k. Freight/delivery charges, if applicable
   l. Total

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner Department/Technology
Email: TechnologyInvoices@ocsheriff.gov

9. Payment (Electronic Funds Transfer (EFT))
   The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. Year End and Final Invoices
   At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year’s Day, Martin Luther King Day, President Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

   Contractor’s failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.
Contract Summary Form

OC Expediter Requisition# 1619543
Secure Guard Security Services Inc.

SUMMARY OF SIGNIFICANT CHANGES
N/A

SUBCONTRACTORS
This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES
See attached excerpt from the contract, which details a contract not to exceed amount of $192,700, increased by $399,453, for a new not to exceed amount of $592,153, for the term of February 28, 2023, through February 27, 2024.
WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT for the term of February 28, 2023 through and including February 27, 2024 to increase the not to exceed amount by $399,452.48 for a new not to exceed amount of $592,152.00 and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

ARTICLES

b. Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges, of the ORIGINAL CONTRACT is amended in part to read as follows:

1. Contract shall not exceed $592,152.00 for the term February 28, 2023 through and including February 27, 2024.

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.
To: Clerk of the Board

From: Chairman Donald P. Wagner, Third District

Date: September 5, 2023

RE: Supplemental Item for September 12, 2023 Board of Supervisors Meeting

Please add this as a supplemental item to the September 12, 2023 Board of Supervisors meeting:

Based on a recommendation from our Orange County Veterans Advisory Council, I would like to lead a Veterans Day Commemoration and ‘welcome home’ event for Post-9/11 and Vietnam era Veterans.

Similar to the federally-funded Vietnam Commemoration program that honors Vietnam-era military Veterans and Gold Star families with a lapel pin and a certificate at ceremonies, we would host a similar ‘pinning ceremony’ in which the County would provide commemorative lapel pins and certificates of recognition to Post-9/11 veterans.

All County Supervisors are welcome to this event and we encourage them to spread the word so that we can make sure we recognize as many of our Orange County Veterans as we can.

I would like to allocate $10,000 from Third District discretionary funds to Heroes Hall Veterans Foundation for this countywide Veterans Day Commemoration and ‘welcome home’ event for Post-9/11 and Vietnam era Veterans.

I ask that the Board of Supervisors approve the following recommended actions at our September 12, 2023 meeting:

1. Allocate $10,000 from Third District discretionary funds to the Heroes Hall Veterans Foundation.

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 the Heroes Hall Veterans Foundation as necessary to effectuate the purposes of this allocation, including, but not limited to, the allocation of funds to the Heroes Hall Veterans Foundation.
Card, electronic fund transfers or check payments.

necessary to accomplish the purposes of this allocation, including, but not limited to CEK-

4. Authorize and direct the Auditor-Controller, or designate, to make related payments as
Revision to ASR and/or Attachments

Date: September 8, 2023
To: Robin Stieler, Clerk of the Board
From: Katrina Foley, Fifth District Supervisor
Re: Item S31F Revision Memo
Subject: Appointment of Libby Cowan to the Animal Care Community Outreach Committee

Explanation:

Updated work history section
Elizabeth Ann Cowan

Work History - Abridged

2010  Retired after 27 years with City of Irvine – Interim Community Services Director
      Community Services Manager Assignments included
          The Irvine Animal Care Center, including on-site supervision
          The Community Parks
          The Fine Arts Center
          Special Events such as Irvine Global Village
          Adult Athletics
          Classes and Registration
          Facility Reservations
          Senior Services
          Facilities Maintenance and Services
          Property Manager of Multi-Service Center

1996  Elected Costa Mesa City Council Member – completed 2 terms to 2004
      Mayor
      Mayor Pro Tem
      Committee work included:
          CM Human Relations Committee
          ACT – Activities Committee of Teens (founder)
          Fairview Park Master Plan
          Costa Mesa Dog Park Committee
          Street Trees Master Plan
          CM Redevelopment Agency
          SCAG and Orange County Association of Governments
          OC Centerline working group

Education  MS Public Policy CSULB 1992
            MA Recreation Administration CSULB 1982
            BA Sociology Drake University 1975

Volunteer Activities  OC Human Relations Commission and Committee 1990s
                     ECCO Gay and Lesbian Political Action Committee 1990s
                     OC Living Room Dialogue Program 1980s
                     Fairview Community Church - currently Moderator
                     OC Registrar of Voters Extra Help Polling locations 2020, 2022
Memorandum

Date: September 7, 2023
To: Robin Stieler, Clerk of the Board
From: Katrina Foley, Fifth District Supervisor
Re: Supplemental Item for September 12, 2023 Meeting of the Board of Supervisors

Please add a supplemental item to the agenda for the September 12, 2023 meeting of the Board of Supervisors to appoint Libby Cowan to the Animal Care Community Outreach Committee for a term ending on April 29, 2027. Libby Cowan will replace Sher L Feinberg, who served honorably as an appointee of the previous Fifth District Supervisor.
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

OC Animal Services Community Outreach Committee

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Elizabeth Ann Cowan
First Name Middle Name Last Name

Costa Mesa 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.

ORGANIZATION/SOCIETY
Fairview Community Church

FROM (MO./YR.)
Feb 1998

TO (MO./YR.)
current

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 JUDICIAly 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 enjoy public service and I believe my skills and background will serve the animal community of Orange County well.

DATE: Sept 6, 2023

APPLICANTS SIGNATURE: EAC

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
Elizabeth Ann Cowan

Work History - Abridged

2010  Retired after 27 years with City of Irvine – Interim Community Services Director
Community Services Manager Assignments included
   The Irvine Animal Care Center, including on-site supervision
   The Community Parks
   The Fine Arts Center
   Special Events such as Irvine Global Village
   Adult Athletics
   Classes and Registration
   Facility Reservations
   Senior Services
   Facilities Maintenance and Services
   Property Manager of Multi-Service Center

1996  Elected Costa Mesa City Council Member – completed 2 terms to 2004
Mayor
Mayor Pro Tem
Committee work included:
   CM Human Relations Committee
   ACT – Activities Committee of Teens (founder)
   Fairview Park Master Plan
   Costa Mesa Dog Park Committee
   Street Trees Master Plan
   CM Redevelopment Agency
   SCAG and Orange County Association of Governments
   OC Centerline working group

Education  MS Public Policy CSULB 1992
           MA Recreation Administration CSULB 1982
           BA Sociology Drake University 1975

Volunteer Activities  OC Human Relations Commission and Committee 1990s
                     ECCO Gay and Lesbian Political Action Committee 1990s
                     OC Living Room Dialogue Program 1980s
                     Fairview Community Church - currently Moderator
                     OC Registrar of Voters Extra Help Polling locations 2020, 2022
Memorandum

Date: September 7, 2023
To: Robin Stieler, Clerk of the Board
From: Katrina Foley, Fifth District Supervisor
Re: Supplemental Item for September 12, 2023 Meeting of the Board of Supervisors

Please add a supplemental item to the agenda for the September 12, 2023 meeting of the Board of Supervisors to reappoint Irene Basdakis to the Community Action Partnership of Orange County for a term concurrent with Supervisor Foley’s term of office. Irene Basdakis was originally appointed to this position in December 2021; her current term expired in January 2023.
APPLICATION FOR COUNTY OF ORANGE (FOR COUNTY USE ONLY)
BOARD, COMMISSION OR COMMITTEE

Return to: Clerk of the Board of Supervisors
400 W. Civic Center Dr., 5th 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

I currently serve on Community Action Partnership Orange County (CAP OC) Board of Directors and am applying to continue my service as a Board Member representing Supervisor Foley. I was recently elected as Chair to the Board, for a two-year term.

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: First Second Third Fourth Fifth APPLICANT NAME AND RESIDENCE ADDRESS:

I reside in the 5th District.

First Name Middle Name Last Name
Irene Basdakis

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 County
LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY FROM (MO./YR.) TO (MO./YR.)

- Community Action Partnership Orange County Board of Directors (January 2022 to present)
- Director in Southern California for FOCUS North America (May 2019 to present)
- Hellenic Law Society of California Board of Directors (March 2022 to present)
- St. Basil Greek Orthodox Church Parish Council (July 2003 to present)
- State Bar of CA Member #183520 (August 1996 to present)
- State of CA Department of Real Estate #01198916 (July 1995 to present)

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

DO YOU OWNS 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 11367(B) AND (C), 11369(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.

As the Non-Profit Director in Southern California for FOCUS North America, I have had the privilege of being an Agency Partner with CAP OC for the past four years. I experience firsthand the amazing work CAP OC does every day in Orange County. With the food, diapers and support FOCUS SoCal receives from CAP OC, we are feeding and caring for our neighbors in need together.

I am honored to have served on CAP OC Board of Directors since January 2022. With my experience with nonprofits and CAP OC, I serve and contribute on the Board of Director’s Programs and Membership Committees. With my past experience and passion for leadership, I ran and was elected in July 2023 to serve as CAP OC Board of Directors Chairperson representing Fifth District Supervisor Katrina Foley.
DATE: September 6, 2023 APPLICANTS SIGNATURE: [Signature]

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 Page 2 of 2
IRENE BASDAKIS, ESQ.
   Aliso Viejo, CA

Skills Summary
A highly driven and dedicated business/non-profit professional with 20+ years' experience motivating, building, and cultivating relationships with donors, volunteers, nonprofit partners, and the community at large to create programing to improve the lives of our neighbors in need.

Professional Experience
Director of FOCUS SoCal / 2019 – Present
- Established, leads, and manages FOCUS in Southern California, overseeing operations, finances, programs, staff, volunteers, fundraising and creating stakeholder relationships to achieve the organization’s mission and goals.
- Distributed 2.4 million pounds of food, procured over $3 million in food and nonfood items, engaged 5,166 volunteers to serve 17,051 service hours benefiting the community since 2020.

Director of Operations with Bar Made Easy / 2012 – 2019
- Responsible for sales and marketing; bringing in new clients by establishing relationships with law school staff, faculty, and students, networking through social channels and client referrals.
- Prepared students to pass the CA Bar, First Year Law Students' Exam, and law school exams utilizing innovative methods through ongoing teaching, coaching, correction, and support with authored instruction materials, outlines, and CA Bar & First Year Law Students’ exam answers.

Faculty and Mentor with Taft Law School / 1997 - 2013
- Law professor teaching 15 subjects tested on the CA Bar and 3 subjects tests on the First Year Law Students’ Exam through an electronic platform with regular and substantive interaction with students as their Faculty Mentor.

Senior Auditor with Coopers & Lybrand Boston Office / 1985 - 1988
- Examined and verified the financial records and reports of client organizations to ensure that they were accurate and complied with the relevant laws and regulations.

Education
- Real Estate Licensee with State of California Department of Real Estate / 1995
- Juris Doctorate from Western State University College of Law / 1992
- Bachelor of Science in Business Administration / 1984

Non-Profit Volunteer Service
Chairperson of the Board of Directors for CAP OC / 2022 - Present
- Serving as Community Action Partnership Orange County Board Member and recently elected to serve as Chairperson representing Fifth District Supervisor Katrina Foley to support the mission to seek to end and prevent poverty by establishing, sustaining, and empowering people with resources they need when they need them.

Vice-President of the Parish Council for St. Basil Greek Orthodox Church / 2003 - Present
- Founding member with continuous Parish Council service as President, Vice-President, Treasurer, and Secretary while planning and executing fundraising and ministry development.

Board of Directors for the Hellenic Law Society of California / 2022 - Present
Please accept the following comments regarding Item SCS2 on the OC Board of Supervisor's Supplemental Agenda for September 12, 2023 (Conference with Legal Counsel re: William Buck Johns and Elizabeth Colleen Johns, as co-trustees of the Johns Living Trust dated August 13, 2007, et al. v. County of Orange, Orange County Superior Court Case No. 30-2022-01281155):

After some initial missteps after this issue first came to light in 2021, I am pleased to see from the court filings in the ensuing lawsuit that the County is now vigorously defending its right to reclaim for public use the Upper Newport Bay Nature Preserve land it holds in trust for the state.

Having followed for several years this issue of the private fences intruding into public land, I wanted to suggest several points that I did not see clearly made in those filings.

* The Johns' attorneys assert that until about 2018, their clients were unaware that the disputed fence did not mark their property line. Some Mesa Drive property owners to the west of the Johns, whose properties abut the Nature Preserve in a rectangular fashion, may have reasonably presumed that the fences existing on the Bay side of their properties at the time of their purchase marked the property line. This is not true, however, of the Johns.

The fence which they now claim they assumed until 2018 marked their property line is, like those to its west, straight and parallel to Mesa Drive. But even the most casual examination of the County Assessor's map for the parcel they purchased in 1977 (2600 Mesa Drive, APN 439-051-05) would show only a tiny portion of that parcel's Bay-side edge is parallel to Mesa Drive.
The great bulk of the southern property line curves away from the Bay, to the north, connecting to the similarly-curved southern lines of the smaller parcels to the east. No one, most certainly not the County, could ever have believed a long fence parallel to Mesa Drive marked the correct southern property line of APN 439-051-05.

Nor have the Johns' paid any taxes on the property they now claim is theirs.

* The Johns' attorneys further assert that the fence has continuously blocked public access to the first "disputed property" since it was erected circa 1951. This again, appears to be demonstrably false. Aerial photos in possession of the City of Newport Beach show that as of 2001, that piece of fence was the end of the Mesa Drive fencing, and while it may have served a symbolic purpose, the straight
section parallel to Mesa Drive stopped many feet short of its current end. People could walk around it on either side. As documented in a chronology I prepared, the photos show the fence was extended between 2001 and 2006 (apparently without permits) still further onto County public trust land, along the original straight line by about 50 feet to the edge of a ravine, and then north about 110 feet along the edge of that ravine. Even then, it did not completely bar access to the "disputed property." Only until completion of the Detention Basin ("Bayview Heights Drainage") project in about 2019 did the City, as a courtesy "security feature" at the Johns' request, provide the final segment needed to completely enclose APN 439-051-05 and the "disputed property." If the County were to depose Newport Beach Assistant City Engineer Robert Stein, who headed the Bayview Heights Drainage project, they could probably obtain verification of the latter.

* The Johns' attorneys also assert that at no time during the Detention Basin negotiations did the County make any claim to ownership of the disputed property. This, too, is demonstrably false. On July 17, 2017, William and Colleen Johns both appeared before a notary to sign a "Right-of-Entry and Temporary Construction Easement Agreement for Bayview Heights Drainage Project" with the City of Newport Beach (City Contract C-8175-1). The map provided as Exhibit A to the signed agreement signed by the Johns clearly delineates the assumed ownership interests and (although mislabeled "John Williams Buck") clearly shows their curved residential property line (in dashed black) and that the disputed fence (in dashed blue in the lower left) lies on County of Orange land:
* The Johns' attorneys further ascribe some significance to the Johns contributing $25,000 to the Drainage Project, allegedly an investment to protect the disputed property they thought they owned. First, the project's purpose was not to protect the disputed property, but rather to repair a deep ravine that had developed to the north between the Johns' property and their neighbor to the east, and to prevent silt from entering the Ecological Reserve (the state tidal wetlands below the Nature Preserve). Second, I believe the detention basin was built at its location abutting the paved "Bayview Trail" and adjacent to the disputed property, rather than at a more logical and less obtrusive location at the top of the slope, because the Johns' refused to allow it to be constructed on their own private property that the project was protecting. And finally, my recollection from following Newport Beach City Council meetings was that the City had gone into the project believing the adjacent property owners (two private plus County) had agreed to contribute $50,000 each, but the Johns' reneged, claiming the two private owners had agreed to only $50,000 combined ($25,000 each). See Item 26 staff report from November 12, 2014, City Council meeting: "The City has now prepared and circulated a cost sharing agreement to the three property owners stipulating a $50,000 contribution from each owner as per prior discussion. ... both private property owners are requesting partial relief of their contributions." The City acceded to that request for a reduced contribution, but construction alone eventually cost the City nearly $400,000 (see Item 5 from August 13, 2019).

* In the unlikely event that the Johns, in the trial next year, prevail in their claim against the County for inverse condemnation of the roughly 3,000 square feet of the second "disputed portion" (where public has never been prevented from or warned against traversing private property owned by the Johns), it would seem to me appropriate compensation would be limited to that computed proportionally to the Johns' own appraisal of the value for purchase of the first, larger portion of disputed property, which was $13,000 for 13,785 square feet. At that rate, permanent use of the second disputed 3,000 square feet should be worth less than $3,000.

I trust the County will continue to defend the public's right to use its public land, and I hope County Counsel may find the above information useful in doing so.

Yours sincerely,

Jim Mosher
Newport Beach resident
MEMORANDUM

August 30, 2023

TO: Robin Stieler, Clerk of the Board of Supervisors
FROM: Leon J. Page, County Counsel
SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, September 12, 2023, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

“CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:vl

cc: Members of the Board of Supervisors
    Frank Kim, CEO
MEMORANDUM

August 30, 2023

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session to be held on Tuesday, September 12, 2023 for the Board to consider the initiation of litigation pursuant to Government Code section 54956.9(d)(4).

Accordingly, please prepare the Agenda Item to read:

"CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – INITIATION OF LITIGATION pursuant to Government Code section 54956.9(d)(4).
Number of Cases: One Case.

RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

LJP:vl

cc: Members of the Board of Supervisors
Frank Kim, CEO
MEMORANDUM

September 6, 2023

TO: Robin Stieler, Clerk of the Board of Supervisors
FROM: Leon J. Page, County Counsel
SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, September 12, 2023, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

"CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
Name of Case: Ronald Reed v. County of Orange,
WCAB Case: ADJ13081892.

RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

[Signature]

LJP:vl

cc: Members of the Board of Supervisors
Frank Kim, CEO
MEMORANDUM

September 6, 2023

TO: Robin Stieler, Clerk of the Board of Supervisors
FROM: Leon J. Page, County Counsel
SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, September 12, 2023, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

“CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
Name of Case: Javier Godinez v. County of Orange,
WCAB Case: ADJ16752913.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:vl

cc: Members of the Board of Supervisors
      Frank Kim, CEO
MEMORANDUM

September 6, 2023

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, September 12, 2023, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

"CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
Name of Case: Sean Howell v. County of Orange,
WCAB Case: Unassigned.

RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

LJP:vl

cc: Members of the Board of Supervisors
    Frank Kim, CEO