ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

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

March 8, 2022

PRESENTATIONS

Chairman Chaffee will be presenting resolutions congratulating Neal Kelley and Steven Sentman on their retirement

Supervisors Foley and Bartlett will be presenting a resolution proclaiming March 2022 as "Women's History Month"

Chairman Chaffee will be presenting a resolution proclaiming March 6 - 12, 2022 as "National Consumer Protection Week"

CONSENT

2. Deleted

11. Deleted

DISCUSSION

37. **Health Care Agency** - Relieve Dr. Clayton Chau of County Health Officer role; *pursuant to California Health and Safety Code 101000,* appoint Dr. Regina Chinsio-Kwong as the County Health Officer, effective 3/11/22; delegate authority to County Executive Office to set salary and terms and conditions of employment; *authorize County Executive Officer or designee to report appointment to California Department of Public Health;* and create executive position (Class Code 4579E3) in Health Care Agency - All Districts

36. **County Executive Office -** Approve grant applications/awards submitted *by County Executive Office, OC Community Resources, Registrar of Voters and Health Care Agency and ratify grant application/award submitted by John Wayne Airport and retractive grant application/award submitted by Health Care Agency* in 3/8/22 grant report and other actions as recommended*; adopt resolution authorizing OCCR Director or designee to conduct negotiations, execute and submit any related documents with California Natural Resources Agency for California Cultural and Historical Endowment's Museum Grant program for Ralph B. Clark Museum Exhibit Enhancement project; and making California Environmental Quality Act and other findings; adopt resolution approving standard agreement AP-2122-22 Amendment 3 with California Department of Aging for Older Americans Act Programs, 7/1/21 - 9/30/24 ($10,636,090); and authorizing OCCR Director or designee to execute amendment and related documents under certain conditions; adopt resolution approving State of California Standard Agreement 21S10107 for Voter's Choice Act implementation activities ($400,000) and authorizing Registrar of Voters or designee to execute standard agreement, amendments, related documents and make non-monetary and non-material changes under certain conditions* - All Districts

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

Document last updated: 3/7/2022 4:28 PM

ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified.*

No new supplemental items will be added to the agenda following close of business on Friday.

Item: 36, 37

Supplemental Item(s)

S38A. **Supervisor Do** - Adopt resolution supporting Magnolia Tank Farm Project in City of Huntington Beach

S38B. **Vice Chairman Wagner** - Direct County staff to identify funding and subsequently work with Sheriff's Department to create a program called "Safe Zone" and return to the Board as soon as possible for approval

S38C. **County Executive Office** - Approve 2021-2023 Memorandum of Understanding with Association of Orange County Deputy Sheriffs for Public Safety General and Public Safety Supervisory Units, 6/18/21 - 6/29/23 - All Districts

S38D. **Supervisor Do** - Adopt resolution condemning Russia's illegal and violent invasion of Ukraine, statement of solidarity with the people of Ukraine and encouraging County of Orange and any and all Orange County public entities to sever ties with any brokerage firm, bank investment company held, backed, or managed by Russia or its citizens

S38E. **Vice Chairman Wagner** - Requesting Cemetery District to set aside 10 acres of Public Cemetery donated by the County for those men and women who spent more than 10 years risking their lives as sworn police officers and/or fire fighters who served Orange County residents for more than 50% of their career

S38F. **Vice Chairman Wagner and Supervisor Bartlett** - Direct County Executive Office to communicate opposition for any future placements of Sexually Violent Predators in Orange County and send letter to State of California Department of State Hospitals and other relevant agencies

S38G. **Clerk of the Board** - Approve contract MA-017-22010907 with Network Television Time Inc. for board hearing room hardware, software and professional services, 3/9/22 - 3/8/27 ($2,883,107); renewable for two additional one-year terms; and authorize County Procurement Officer or Deputized designee to execute contract – All Districts

SCS1. **County Executive Office** - CONFERENCE WITH LABOR NEGOTIATOR - Pursuant to Government Code Section 54957(b):
Agency Negotiator: Colette Farnes
Employee Organizations: Unrepresented Employees
RE: Terms and conditions of employment

SCS2. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Orange County Board of Education, Jade Ausmus v. Orange County Committee on School District Organization; Orange County Registrar of Voters, and Does 1-10 OCSC Case No.: 30-2022-01242499-CU-WM-CJC

Document last updated: 3/7/2022 4:28 PM

ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified.*

No new supplemental items will be added to the agenda following close of business on Friday.

SCS3. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Jason Stothers v. County of Orange WCAB Case Number: ADJ12672610

SCS4. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Christina Watson v. County of Orange WCAB Case Number: ADJ10961945

SCS5. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Clifford Deller v. County of Orange WCAB Case Number: ADJ2159359

SCS6. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Samuel Kreitl v. County of Orange Case Number: 8:20-cv-02309

Document last updated: 3/7/2022 4:28 PM

BOARD OF SUPERVISORS

MEMORANDUM

03/1/2022

To: Robin Stieler, Clerk of the Board

From: Chairman Doug Chaffee, Fourth District

Subject: Deletion of Item 2 on March 8, 2022 Board of Supervisors Meeting

---

Chairman Doug Chaffee requests Item 2 the Board of Retirement appointment of Gary Amelio, Coto de Caza to complete term ending 12/31/24 to be deleted from the March 8, 2022 meeting agenda.

RECEIVED
2022 MAR -1 AM 11:50
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

BOARD OF SUPERVISORS

MEMORANDUM

03/07/2022

To: Robin Stieler, Clerk of the Board

From: Chairman Doug Chaffee, Fourth District

Subject: Delete item 11 to the March 8, 2022 Board Meeting Agenda

---

Chairman Doug Chaffee requests item 11, Adopt resolution recognizing County of Orange commitment to End Child Marriage under 18, No Exceptions be deleted from the agenda.

RECEIVED
2022 MAR -7 PM 4:20
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Agenda Item

AGENDA STAFF REPORT

36

ASR Control 21-001116

MEETING DATE:	03/08/22
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

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
Concur	Approved Resolution to Form	Discussion 3 Votes Board Majority

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

Prior Board Action: N/A

RECOMMENDED ACTION(S):

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

1.	Approve Grant Application – CEO Risk Management – Property Program Grant – $25,000
2.	Approve Ratified Grant Application – John Wayne Airport – Environmental Mitigation Pilot Program – $825,000
3.	Approve Grant Application and Adopt Resolution – OC Community Resources – California Museums Grant – $500,000
4.	Approve Grant Award and Adopt Resolution – OC Community Resources – Area Plan Program – $10,636,090
5.	Approve Grant Award and Adopt Resolution – Registrar of Voters – Vote Choice Act Implementation Advertising – $400,000
6.	Approve Retroactive Grant Application – Health Care Agency – Epidemiology and Laboratory Capacity Strengthening/Antimicrobial Resistance Program Capacity – $355,000

7.	Approve Grant Award – Health Care Agency – Behavioral Health Continuum Infrastructure Program Crisis Care Mobile Units – $200,000
8.	Approve Grant Award – Health Care Agency – Substance Abuse Prevention and Treatment Block Grant (SABG) & Mental Health Block Grant (MHBG) – $16,226,172
9.	Receive and File Grants Report.

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 - OCCR California Museums Resolution
Attachment B - OCCR Area Plan Program Resolution
Attachment B - OC ROV Vote Choice Act Resolution

Grants Report

DRAFT

County Executive Office/Legislative Affairs

March 08, 2022
Item No: 36

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 March 08, 2022 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 – CEO Risk Management – Property Program Grant – $25,000

2. Approve Ratified Grant Application – John Wayne Airport – Environmental Mitigation Pilot Program – $825,000

3. Approve Grant Application and Adopt Resolution – OC Community Resources – California Museums Grant – $500,000

4. Approve Grant Award and Adopt Resolution – OC Community Resources – Area Plan Program – $10,636,090

5. Approve Grant Award and Adopt Resolution – Registrar of Voters – Vote Choice Act Implementation Advertising – $400,000

6. Approve Retroactive Grant Application – Health Care Agency – Epidemiology and Laboratory Capacity Strengthening/Antimicrobial Resistance Program Capacity – $ 355,000

7. Approve Grant Award – Health Care Agency – Behavioral Health Continuum Infrastructure Program Crisis Care Mobile Units – $200,000

8. Approve Grant Award – Health Care Agency – Substance Abuse Prevention and Treatment Block Grant (SABG) & Mental Health Block Grant (MHBG) – $16,226,172

9. Receive and File Grants Report.

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.

CEO-Legislative Affairs Office
Grant Authorization eForm

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	March 3, 2022	
Requesting Agency/Department:	CEO Risk Management	
Grant Name and Project Title:	PRISM Property Program Grant	
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	Public Risk Innovation, Solutions, and Management (PRISM) is a member-directed risk sharing insurance pool that provides property and casualty coverage programs.	
Application Amount Requested:	$25,000	
Application Due Date:	March 15, 2022	
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 ☒ Recurrent ☐	Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:		
Does this grant require CEQA findings?	Yes ☐	No ☒
What Type of Grant is this?	Competitive ☐	Other Type ☒ Explain: PRISM members are allowed up to $25,000 in matching funds for property mitigation plans that receive approval from the PRISM committee as funds are available.
County Match?	Yes ☒ Amount $25,000 or _____ %	No ☐
How will the County Match be Fulfilled? (Please include the specific budget)	Orange County Parks has committed $50,000 in funds for the mitigation project at the Newport Beach Harbor Patrol Headquarters.	
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.	

Orange County purchases property insurance coverage from PRISM. As a member, we have the opportunity to apply for up to $25,000 in matching grant funds to support loss mitigation efforts. The proposed repairs will reduce King Tide flooding incidents at the Newport Harbor Patrol Headquarters allowing for uninterrupted emergency and law enforcement services of Newport Harbor and inshore coastal waters. The reduction in potential property claims will assist in stabilizing insurance premium costs.

Upon Board approval, the application will be submitted for review by PRISM. If the mitigation plan is approved by PRISM, final invoices and proof of payment for the work completed will be submitted for reimbursement.

CEO-Legislative Affairs Office
Grant Authorization eForm

Board Resolution Required? (Please attach document to eForm) **Deputy County Counsel Name:** (Please list the Deputy County Counsel that approved the Resolution)	Yes ☐ No ☒

Recommended Action/Special Instructions
(Please specify below)

Approval to submit the Property Program Grant Application for matching funds up to $25,000.

Department Contact :

Michael Alio, Director of Risk Management 714-285-5510 michael.alio@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:

Michael Alio, Director of Risk Management 714-285-5510 michael.alio@ocgov.com

JOHN WAYNE AIRPORT
ORANGE COUNTY

MEMORANDUM

DATE: **February 17, 2022**

TO: Frank Kim, County Executive Officer

FROM: Rick Francis, Interim Airport Director

SUBJECT: Ratified Request to Apply for Environmental Mitigation Pilot Program Grant

---

John Wayne Airport (JWA) was invited by the Federal Aviation Administration (FAA) to submit a full grant proposal for a competitive Environmental Mitigation Pilot Program Grant to provide funding for a water treatment system for the Airport Central Utility Plant Cooling Tower. The grant is open to environmental mitigation projects that will measurably reduce or mitigate aviation impacts at the airport or within five miles of the airport. Among other benefits, the proposed project will reduce water use at the plant by approximately 25% annually (5.4 million gallons/year).

The proposed project is estimated at $1.65 million, and the grant would fund 50% or $825,000 of eligible costs. FAA has not yet awarded this grant.

On January 26, 2022, JWA was notified to submit a complete grant application by January 31, although the airport received an extension to submit by February 2. Due to the short turnaround time, request to the Board was delayed. JWA moved forward with this application because the grant furthers the airport's goals for environmental impact reduction and the grant assurances and requirements are in line with already existing FAA Airport Improvement Program grant requirements.

Department Head or Designee

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.02.17 15:18:14 -08'00'

Concur:

County Executive Officer

CEO-Legislative Affairs Office
Grant Authorization eForm

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	February 17, 2022		
Requesting Agency/Department:	John Wayne Airport		
Grant Name and Project Title:	Environmental Mitigation Pilot Program Grant – Cooling Tower Water Treatment		
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	Federal Aviation Administration (FAA)		
Application Amount Requested:	$825,000 (full project cost $1,650,000)		
Application Due Date:	February 2, 2022		
Board Date when Board Approved this Application:			
Awarded Funding Amount:			
Notification Date of Funding Award:			
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO)			
Recurrence of Grant	New ☒	Recurrent ☐	Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:			
Does this grant require CEQA findings?	Yes ☒	No ☐	
What Type of Grant is this?	Competitive ☒	Other Type ☐	Explain:
County Match?	Yes ☒ Amount__$825,000__ or ___50_ %	No ☐	
How will the County Match be Fulfilled? (Please include the specific budget)	Airport Construction Fund 281		
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 grant will reimburse eligible cost for the purchase and installation of a water treatment system at the Airport's Central Utility Plant. The benefits of the project include: 1) Reduce water use by 25% annually (5.4 million gallons), 2) Reduce water discharge to sanitary sewer by 75%, 3) Reduce need for toxic chemical use, 4) Reduce parasitic energy consumption and increase plant efficiency, 5) Reduce scale build up and cleaning requirements on cooling towers, 6) Provide additional embedded energy savings and carbon emission reduction from water use reduction, 7) Make John Wayne Airport eligible for reduced water rates through a Metropolitan Water District program.

Board Resolution Required? (Please attach document to eForm)	Yes ☐	No ☒
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)		

CEO-Legislative Affairs Office
Grant Authorization eForm

Recommended Action/Special Instructions (Please specify below)	
Authorize the Airport Director, or designee to apply for the Environmental Mitigation Pilot Program Grant with the FAA and execute any forms needed in the application process.	
Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Rick Francis, Interim Airport Director 949-252-5166, RFrancis@ocair.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:
Rick Francis, Interim Airport Director 949-252-5166, RFrancis@ocair.com	

CEO-Legislative Affairs Office
Grant Authorization eForm

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	03/08/2022		
Requesting Agency/Department:	OC Community Resources/OC Parks		
Grant Name and Project Title:	California Museums Grant, Ralph Clark Exhibit Upgrade and Educational Programming		
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	CA Natural Resources Agency (CNRA)		
Application Amount Requested:	Up to $500,000		
Application Due Date:	March 11, 2022		
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 ☒	Recurrent ☐	Other ☐ Explain:
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:	
County Match?	Yes ☒ Amount_5__ %	No ☐	
How will the County Match be Fulfilled? (Please include the specific budget)	OC Parks program budget fund 405		
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.		

If awarded, grant funds will be used to upgrade exhibits at the Ralph B. Clark Regional Park Interpretive Center. New technology will be incorporated to improve the visitor experience with displays which have been there since 2007, to provide a richer experience for a multitude of learners. Additions will also include exhibits on the County's archaeology collection in collaboration with local Tribes which will highlight the intricate link between the land and Native people.

To facilitate better learning opportunities, the lecture room will be renovated to accommodate meetings, lectures, and classroom interactions with students. Grant funds will also be used to create educational programs designed to meet Next Generation Science Standards, which can be hosted in the lecture room. New interpretive panels will be placed on the exterior of the center to highlight the fossil and native plant resources of the park.

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

CEO-Legislative Affairs Office
Grant Authorization eForm

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

Recommended Action/Special Instructions
(Please specify below)

1. Authorize the OC Community Resources Director or designee to apply for the CA Natural Resources Agency, California Museums Grant and to sign all documents required for participation in the program including the Grant Agreement as reviewed and approved as to form by County Counsel.
2. Adopt attached Resolution

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

Sue McIntire, OC Parks Grants Manager- (714) 478-3421; sue.mcintire@ocparks.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:

Dylan Wright, OC Community Resources, Director

RESOLUTION OF THE BOARD OF SUPERVISORS OF

ORANGE COUNTY, CALIFORNIA

March 8, 2022

WHEREAS, the Legislature and Governor of the State of California have provided funds for the California Cultural and Historical Endowment's Museum Grant Program; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicant's governing board before submission of said application(s) to the State; and

WHEREAS, Orange County Parks ("Applicant"), if selected, will enter into an agreement with the State of California to carry out the Project.

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

1. Approve the filing of an application for the Ralph B. Clark Museum Exhibit Enhancement project; and

2. Certifies that Applicant understands the assurances and certification in the application package; and

3. Certifies that Applicant or title holder will have sufficient funds to operate and maintain the project(s) consistent with the land tenure requirements; or will secure the resources to do so; and

4. Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code; and

5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, and disabled access laws, and that prior to commencement of construction all applicable permits will have been obtained; and

6. Certifies that Applicant will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1; and

7. Appoints the Director, OCCR or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

CEO-Legislative Affairs Office
Grant Authorization eForm

☐ **GRANT APPLICATION /** ☒ **GRANT AWARD**

Today's Date:	February 24, 2022	
Requesting Agency/Department:	OC Community Resources/OC Community Services	
Grant Name and Project Title:	Area Plan Program, Amendment 3	
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Aging	
Application Amount Requested:	Area Plan: $650,570; American Rescue Plan Act: $9,985,520 (for a total of $10,636,090)	
Application Due Date:	N/A	
Board Date when Board Approved this Application:	May 11, 2021	
Awarded Funding Amount:	$10,636,090	
Notification Date of Funding Award:	February 7, 2022	
Is this an Authorized Retroactive Grant Application/Award? Yes (If yes, attach memo to CEO)		
Recurrence of Grant	New ☐ Recurrent ☒	Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	FY 2021-22: $27,098,925 FY 2020-21: $13,926,684 FY 2019-20: $14,263,784 FY 2018-19: $13,091,764 FY 2017-18: $10,607,212 FY 2016-17: $11,119,303 FY 2015-16: $10,151,667	
Does this grant require CEQA findings?	Yes ☐	No ☒
What Type of Grant is this?	Competitive ☐	Other Type ☒ Explain: Area Plan and ARPA funds are allocated by the California Department of Aging (CDA) as a Formula Grant to the County.
County Match?	Area Plan: Yes ☒ 10.53% for Program and 25% for Admin. ARPA: Yes ☒ 10.00% for Program and 25% for Admin., except for the Family Caregiver Support Program whose breakdown is 25% for Program and 25% for Admin.	No ☐
How will the County Match be Fulfilled? (Please include the specific budget)	OC Community Resources/OC Community Services/Office on Aging will utilize the allocated Net County Cost dollars to absorb the County required match. No additional General Fund monies are being requested.	
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 California Department of Aging (CDA) has allocated additional "one-time only" funding through Amendment 3 to the Fiscal Year 2021-22 Area Plan State Standard Agreement AP-2122-22 between the County of Orange and the California Department of Aging (Amendment 3) in the amount of $650,570 to support Older Americans Act programs. Additionally, Amendment 3 includes American Rescue Plan Act (ARPA) funding in the amount of $9,985,520 for Older Americans Act Programs in response to the COVID-19 pandemic and its negative impacts. Services to be provided include supportive services, family caregiver		

CEO-Legislative Affairs Office
Grant Authorization eForm

support, congregate meals, home delivered meals, nutrition education, case management, in-home care, transportation, long-term care, and ombudsman services.	
Board Resolution Required? (Please attach document to eForm)	Yes ☒ No ☐
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	John Cleveland

Recommended Action/Special Instructions
(Please specify below)

1. Adopt the resolution as approved by County Counsel to receive $650,570 in additional one-time only funding from the California Department of Aging for the Area Plan Program, and $9,985,520 in additional funding from the California Department of Aging for Older Americans Act Programs provided by the American Rescue Plan Act.
2. Approve the State Standard Agreement AP-2122-22, Amendment 3 with the California Department of Aging for the revised term of July 1, 2021, through September 30, 2024 to receive and expend an additional $650,570 for the Area Plan Program during the term of March 8, 2022, through June 30, 2022, and receive and expend $9,985,520, in funding provided by the American Rescue Plan Act for Older Americans Act Programs during the term of July 1, 2021, through September 30, 2024.
3. Authorize the OC Community Resources Director or designee to execute the State Standard Agreement AP-2122-22, Amendment 3, California Civil Rights Laws Certification, Information Integrity and Security Statement, and Contractor Certification Clauses.
4. Authorize the Director of OC Community Resources or designee to execute all documents required to accept the additional one-time-only Area Plan grant award funding and additional grant award funding provided by the American Rescue Plan Act.

Department Contact:	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Dylan Wright (714) 480-2788 / Dylan.Wright@occr.ocgov.com Renee Ramirez (714) 480-6483 / Renee.Ramirez@occr.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:
Dylan Wright, OC Community Resources, Director	

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
March 8, 2022

WHEREAS, OC Community Resources Office on Aging has received from the California Department of Aging State Standard Agreement AP-2122-22, Amendment 3 in the amount of $650,570 for Area Plan Program activities and contracts, and $9,985,520 in funding provided by the American Rescue Plan Act (ARPA) for Older Americans Act Programs, for a combined total of $10,636,090 in additional funding from the California Department of Aging; and

WHEREAS, the County of Orange assures that it will abide by the terms and conditions of Agreement AP-2122-22, Amendment 3; and

WHEREAS, this Board agrees with the terms of the State Standard Agreement, Amendment 3 and the allocation of funds contained therein.

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

1. Approve the State Standard Agreement AP-2122-22, Amendment 3 with the California Department of Aging for the revised term of July 1, 2021 through September 20, 2024 to receive and expend $650,570 in additional one-time-only funding for the Area Plan Program during the term of March 8, 2022 through June 30, 2022, and receive and expend $9,985,520 in funding provided by the American Rescue Plan Act for Older Americans Act Programs during the term of July 1, 2021 through September 30, 2024.
2. Authorize the OC Community Resources Director or designee to execute the State Standard Agreement AP-2122-22, Amendment 3 to receive a total of $10,636,090 in additional funding from the California Department of Aging, California Civil Rights Laws Certification, Information Integrity and Security Statement, and Contractor Certification Clauses.
3. Authorize Director of Orange County Community Resources, or his designee, to execute all documents required to accept the additional one-time-only Area Plan grant award funding and additional grant award funding provided by the American Rescue Plan Act.

Approved By: _____

Chairman of the Board of Supervisors
County of Orange, California

CEO-Legislative Affairs Office
Grant Authorization eForm

☐ **GRANT APPLICATION /** ☒ **GRANT AWARD**

Today's Date:	02/07/2022
Requesting Agency/Department:	Registrar of Voters
Grant Name and Project Title:	Vote Choice Act Implementation Advertising
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Secretary of State
Application Amount Requested:	N/A
Application Due Date:	N/A
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	$400,000
Notification Date of Funding Award:	02/04/2022
Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO)	
Recurrence of Grant	New ☒ Recurrent ☐ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	N/A
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☐ Other Type ☒ Explain: Allocation
County Match?	Yes ☐ Amount_Dollar for Dollar__ 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 of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

The CA SOS office remains committed to supporting the implementation of SB450, the Voter Choice Act. As part of this ongoing support they have provided funding for outreach education related to the accessibility and use of Vote Centers as voting resource in CA. This funding was part of the Governor's budget in 21/22 and has been extended per the terms of the current agreement through November 8, 2022. The Registrar of Voters was notified of this additional funding on February 4th.

These funds will be used to provide outreach and education services to voters as part of the Voter's Choice Act (VCA) implementation plan for the June 2022 Primary election in the amount of $200,000 and for the November 2022 General election in the amount of $200,000.

Board Resolution Required? (Please attach document to eForm)	Yes ☒ No ☐
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the	Jacqueline Guzman

CEO-Legislative Affairs Office
Grant Authorization eForm

Resolution)	
Recommended Action/Special Instructions (Please specify below)	
Approve Grant Award and Adopt Resolution	
Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Kim Hostler (714) 567-5107, kimberly.hostler@rov.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:
Neal Kelley	

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
March 8, 2022

WHEREAS, the California Secretary of State has appropriated funding for reimbursement of funds used to provide outreach and education services to voters as part of the Voter's Choice Act (VCA) implementation plan; and

WHEREAS, the California Secretary of State is willing to provide County with $400,000 in dollar for dollar State funding for Advertisement, Printing, Translation, and Design of Education and Outreach Materials; and

WHEREAS, procedures established by the California Secretary of State require the County to authorize by resolution, the execution of agreements to obtain funding before submission of said agreements to the California Secretary of State.

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

1. Approve State of California Standard Agreement No. 21S10107 providing State funds for VCA implementation activities and authorize the Registrar of Voters or his or her designee to execute the agreement.

2. Authorize the Registrar of Voters or his or her designee to make non-monetary and non-material changes to State of California Standard Agreement No. 21S10107 without further Board action.

3. Authorize the Registrar of Voters, or his or her designee, as an agent to conduct all negotiations with and sign and submit all documents, including, but not limited to applications, agreements, amendments and payment requests, to the California Secretary of State, which are necessary for the completion of the aforementioned project.

DocuSign Envelope ID: 55EB3A3B-0B55-4DF8-A356-1A81A6CA2A6B

CLAYTON CHAU, MD PhD
DIRECTOR/COUNTY HEALTH OFFICER

MINDY WINTERSWYK, PT, DPT, PCS
INTERIM ASSISTANT AGENCY DIRECTOR

MARGARET BREDEHOFT, DrPH
CHIEF OF PUBLIC HEALTH SERVICES

405 W. 5TH STREET, 7TH FLOOR
SANTA ANA, CA 92701
PHONE: (714) 834-3882
E-MAIL: Mbredehoft@ochca.com
www.ochealthinfo.com

PUBLIC HEALTH SERVICES

DATE: February 18, 2022

TO: Frank Kim, County Executive Officer

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.03.01 15:15:41 -08'00'

FROM: Clayton Chau, MD, PhD, Agency Director/County Health Officer
MindyWinterswyk, PT, DPT, PCS, Interim Assistant Agency Director
Margaret Bredehoft, DrPH, Chief of Public Health Services

SUBJECT: Retroactive Request to Apply for ELC Strengthening HAI / Antimicrobial Resistance Program Capacity (SHARP)

This memo is being submitted to request that the County Executive Officer place the subject grant application on the March 8, 2022, Board of Supervisors (Board) Meeting Agenda.

The State of California recently advised County of potential additional funding through the American Rescue Plan Act of 2021 to provide funding to support expansion of antimicrobial resistance (AR) surveillance in California via screening activities for carbapenemase-producing organisms (CPOs) and Candida auris, as well as supporting additional capacity for other optional activities including Whole Genome Sequencing (WGS) for HAI/AR pathogens and establishing capacity for antimicrobial susceptibility testing (AST) of Neisseria gonorrhoeae. California Department of Public Health (CDPH) priorities for local allocation funding include implementing and/or increasing screening for CPOs and C.auris as part of infection control response and targeted surveillance activities, bacterial identification, carbapenemase production testing, and carbapenem resistance mechanism testing for CPOs including carbapenem-resistant Enterobacterales (CRE); carbapenem-resistant Pseudomonas aeruginosa (CRPA), and carbapenem-resistant Acinetobacter baumanii (CRAB), Whole Genome Sequencing (WGS) for HAI/ AR pathogens, and AST for Neisseria gonorrhoeae.

On January 19, 2022, CDPH notified local Public Health Laboratories (PHLs) that there was an opportunity for CDPH to apply to CDC on behalf of the local PHLs for the SHARP funding. County completed and submitted a general questionnaire proposal for use of funds in connection with implementation and/or increase of above activities. The original deadline for submission was February 1, 2022. No further action is required at this time. Due to the short timeframe provided by CDPH, preparation of internal documents for submission to the Board of Supervisors, HCA is respectfully requesting the approval to apply for ELC Strengthening HAI / Antimicrobial Resistance Program Capacity (SHARP) funding for $355,000.

HCA has included on the March 8, 2022, Board Meeting Agenda the eForm request to apply.

If you have any questions about the grant, please contract Dr. Margaret Bredehoft, Chief of Public Health Services at (714) 834-3882.

Subject: ELC SHARP Grant
February 18, 2022

Thank you for your consideration,

DocuSigned by:
Clayton Chau
C1AFE5619990FB464...

Clayton Chau, MD, PhD
Agency Director/County Health Officer
2/24/2022

CEO-Legislative Affairs Office
Grant Authorization eForm

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	February 28, 2022
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Epidemiology and Laboratory Capacity (ELC) Strengthening HAI / Antimicrobial Resistance Program Capacity (SHARP)
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Public Health (CDPH), Emergency Preparedness Office (EPO)
Application Amount Requested:	$355,000
Application Due Date:	February 1, 2022
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? Yes – Retroactive Application (If yes, attach memo to CEO)	
Recurrence of Grant	New ☒ Recurrent ☐ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	N/A
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☐ Other Type ☒ Explain: Allocation
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 of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

The State of California recently received additional funding through the American Rescue Plan Act of 2021 to provide funding to support expansion of antimicrobial resistance (AR) surveillance in California via screening activities for carbapenemase-producing organisms (CPOs) and *Candida auris*, as well as supporting additional capacity for other optional activities including Whole Genome Sequencing (WGS) for HAI/AR pathogens and establishing capacity for antimicrobial susceptibility testing (AST) of *Neisseria gonorrhoeae*.

CDPH priorities for local funding include implementing and/or increasing the following activities:

1. Screening for CPOs and *C. auris* as part of infection control response and targeted surveillance activities
2. Bacterial identification, carbapenemase production testing, and carbapenem resistance mechanism testing for CPOs including carbapenem-resistant *Enterobacterales* (CRE); carbapenem-resistant *Pseudomonas aeruginosa* (CRPA), and carbapenem-resistant *Acinetobacter baumanii* (CRAB).
3. Whole Genome Sequencing (WGS) for HAI/ AR pathogens
4. AST for *Neisseria gonorrhoeae*

CEO-Legislative Affairs Office
Grant Authorization eForm

When the County received notification for the opportunity for this potential allocation funding, the County was given a short timeline to submit a preliminary proposal with general intentions and estimated expenses in connection with utilization of funds should they be granted. CDPH did not provide any anticipated award amounts or guarantee of allocation funding; only that funding may be approved by CDC at some point in the future. Based on the response timeline and preparation for County Board dates, HCA respectfully requests approval to apply for ELC Strengthening HAI / Antimicrobial Resistance Program Capacity (SHARP) grant funding.

Board Resolution Required? (Please attach document to eForm) **Deputy County Counsel Name:** (Please list the Deputy County Counsel that approved the Resolution)	Yes ☐ No ☒

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 allocation award for the term of August 1, 2021 to July 31, 2024, 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 :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Dr. Margaret Bredehoft, 714 834-3882, mbredehoft@ochca.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:

Dr. Clayton Chau

CEO-Legislative Affairs Office
Grant Authorization eForm

☐ **GRANT APPLICATION / ☒ GRANT AWARD**

Today's Date:	3/1/22	
Requesting Agency/Department:	Orange County Health Care Agency	
Grant Name and Project Title:	Behavioral Health Continuum Infrastructure Program- Orange County Mobile Crisis Action Plan (OC-MCAP)	
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	Department of Health Care Services and the California Department of Social Services	
Application Amount Requested:	$200,000	
Application Due Date:	January 4, 2022	
Board Date when Board Approved this Application:	February 1, 2022	
Awarded Funding Amount:	$200,000	
Notification Date of Funding Award:	February 14, 2022	
Is this an Authorized Retroactive Grant Application/Award? N/A (If yes, attach memo to CEO)		
Recurrence of Grant	New ☒ Recurrent ☐	Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	N/A	
Does this grant require CEQA findings?	Yes ☐	No ☒
What Type of Grant is this?	Competitive ☐	Other Type ☒ Explain: Non-Competitive
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 of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.	

The Health Care Agency (HCA) received $200,000 in noncompetitive funds as a part of the Behavioral Health Continuum Infrastructure Program and Community Care Expansion Planning Grant to identify the mobile crisis needs/priorities in Orange County and draft an action plan with goals, objective and strategies for building or expanding upon BH mobile crisis infrastructure and capacity in Orange County.

HCA will develop and submit this OC-MCAP action plan to DHCS with the overall goal of enhancing our community mobile crisis response system to prevent and divert individuals from the emergency department and criminal justice system that serve as an alternative to incarceration, hospitalization, homelessness, and institutionalization

Board Resolution Required? (Please attach document to eForm)	Yes ☐	No ☒
Deputy County Counsel Name:		

CEO-Legislative Affairs Office
Grant Authorization eForm

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

Recommended Action/Special Instructions
(Please specify below)

1. Authorize HCA Director, or designee, to accept the Behavioral Health Continuum Infrastructure Program Planning Grant in the amount of $200,000

Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Veronica Kelley, Chief of Mental Health and Recovery Services vkelley@ochca.com phone: 714-834-7024	

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:
Veronica Kelley, Chief of Mental Health and Recovery Services vkelley@ochca.com phone: 714-834-7024	

CEO-Legislative Affairs Office
Grant Authorization eForm

☐ **GRANT APPLICATION /** ☒ **GRANT AWARD**

Today's Date:	3/1/22	
Requesting Agency/Department:	Health Care Agency / Behavioral Health Services	
Grant Name and Project Title:	Substance Abuse Prevention and Treatment Block Grant (SABG) & Mental Health Block Grant (MHBG)	
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	Substance Abuse and Mental Health Services Administration (SAMHSA)	
Application Amount Requested:	$16,226,172	
Application Due Date:	08/09/2021	
Board Date when Board Approved this Application:	8/24/2021	
Awarded Funding Amount:	$16,226,172	
Notification Date of Funding Award:	February 22, 2022	
Is this an Authorized Retroactive Grant Application/Award? **Yes** (If yes, attach memo to CEO)		
Recurrence of Grant	New ☒ Recurrent ☐	Other ☒ Explain: One time funding
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: Additional Funding opportunity
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 of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.	

The Department of Health Care Services offered two new limited supplemental funding allocations called 1) Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and; 2) American Rescue Plan Act (ARPA). This additional funding was available to Counties to support activates required or recommended by the Substance Abuse and Mental Health Services Administration. These activities include but are not limited to comprehensive community mental health services for adults, ensuring access for underserved populations such as people who are homeless, and for expanding the County's efforts to promote effective planning, monitoring, and oversight to deliver Substance Use Disorder prevention, intervention, treatment, residential, and recovery services.

Currently, Orange County's Health Care Agency receives annual Substance Abuse Prevention and Treatment Block Grant and Mental Health Block Grant funding for the provision of Mental Health and Substance Use Disorder Treatment and Services. The Health Care Agency applied for these additional funds in order to expand Substance Use Disorder and Metal Health related Services for the duration of these supplemental grants. These services include, but are not limited to one-time funding to expand

CEO-Legislative Affairs Office
Grant Authorization eForm

Primary Prevention media campaigns and expand Evidence-Based Trainings. Other services include starting a Perinatal Recovery Residence Program, expanding Room and Board coverage for Drug Medi-cal Residential Services, extending IMD Care beds, and funding a Family Residential Treatment program to serve our Adolescent and Youth population. If this supplemental funding is not continued or runs out we plan to use alternative funds to cover any on-going expenses. If alternative funding is not available, we will reduce the expanded services. Current programs and service providers under the identified categories will also have access to this additional funding.

Board Resolution Required? (Please attach document to eForm) **Deputy County Counsel Name:** (Please list the Deputy County Counsel that approved the Resolution)	Yes ☐ No ☒

Recommended Action/Special Instructions
(Please specify below)

1. Authorize HCA Director, or designee, to accept funds for supplemental Substance Abuse Prevention and Treatment Block Grant and Mental Health Block Grant funds.

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

Veronica Kelley, Chief of Mental Health and Recovery Services
vkelley@ochca.com phone: 714-834-7024

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:

Veronica Kelley, Chief of Mental Health and Recovery Services
vkelley@ochca.com phone: 714-834-7024

Revision to ASR and/or Attachments

Date: March 4, 2022

To: Clerk of the Board of Supervisors

CC: County Executive Office

From: Leon J. Page, County Counsel

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.03.07 13:24:56 -08'00'

Leon J. Page

Digitally signed by Leon J. Page
DN: cn=Leon J. Page, o=County of Orange, ou=County Counsel, email=leon.page@coco.ocgov.com, c=US
Date: 2022.03.07 12:38:15 -08'00'

Re: ASR Control #: 22-000215, Meeting Date March 8, 2022 , Item No. # 37

Subject: Appointment of Dr. Regina Chinsio-Kwong as the County Health Officer

RECEIVED
2022 MAR -7 PM 2:02
CLERK OF THE BOARD
OF SUPERVISORS
BOARD OF SUPERVISORS

Explanation:

☒ Revised Recommended Action(s)

Change recommendations to reflect requirements of Health and Safety Code sections 101000, 101005, and 101010.

☐ Make modifications to the:

☐ Subject ☒ Background Information ☐ Summary ☐ Financial Impact

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

Add Attachment C.

Agenda Item

AGENDA STAFF REPORT

ASR Control 22-000215

MEETING DATE:	03/08/22
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):	Colette Farnes (714) 834-2836
	Sandy Florez (714) 834-7360

SUBJECT: Appointment of Dr. Regina Chinsio-Kwong as the County Health Officer

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
Concur	No Legal Objection	Discussion 3 Votes Board Majority

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

Prior Board Action: N/A

RECOMMENDED ACTION(S):

1. Relieve Dr. Clayton Chau of the role of the County Health Officer with Dr. Chau remaining in the role of Health Care Agency Director.

2. Appoint, pursuant to California Health and Safety Code section 101000, Dr. Chinsio-Kwong as the County Health Officer for the County of Orange effective March 11, 2022 and delegate authority to the County Executive Officer to set salary and terms and conditions of employment.

3. Authorize staff, the County Executive Officer or his designee, as required by Health and Safety Code section 101010 to report Dr. Chinsio–Kwong's appointment as the County Health Officer to the California Department of Public Health. as required by Health and Safety Code section 101010. ~~Create executive position (Class Code 4579E3) in the Health Care Agency for the County Health Officer~~

4. Create executive position (Class Code 4579E3) in the Health Care Agency for the County Health Officer.

SUMMARY:

Appointing Dr. Chinsio-Kwong as County Health Officer will allow ongoing Public Health response to the COVID-19 pandemic and enable Dr. Chau to lead Health Care Agency development and implementation of multiple pressing health care initiatives.

BACKGROUND INFORMATION:

Pursuant to Government Code 24000(s), a Health Officer appointment and compensation requires the Board of Supervisors approval. Accordingly, the CEO is making a recommendation for the appointment and salary of Dr. Chinsio-Kwong as the County Health Officer.

Following the resignation of the County Health Officer in June of 2020, Human Resource Services (HRS) conducted a County Health Officer recruitment but were unable to find an ideal candidate due to the significant demands on public health professionals as a result of COVID-19. Due to the critical need to fill the position of the County Health Officer, the Board of Supervisors and County Executive Office (CEO) appointed Dr. Clayton Chau to the role of County Health Officer in addition to his role as the Director of the Health Care Agency on August 25, 2020.

The County Health Officer provides management oversight to the Deputy County Health Officers and Chief Nursing Officer. In addition, the position will provide lead management responsibility in public health for clinical compliance and quality assurance activities. The County Health Officer has a broad authority to take actions to protect the public's health and safety. The core public health functions mandated such as disease surveillance and control activities, are carried out by public health staff under the authority of the County Health Officer.

Dr. Chau has served in the dual role as the Health Care Agency (HCA) Director and the County Health Officer since August 25, 2020. In fulfilling both roles, Dr. Chau represented Orange County in state and federal level discussions regarding COVID strategy and policies, including mass distribution of vaccinations, rapid tests, and addressing health inequities brought about by COVID. Under Dr. Chau's leadership, Orange County has consistently maintained its lower COVID rates in comparison to its neighboring Southern California counties. Alleviating Dr. Chau of the County Health Officer responsibility will allow him to focus on the state's CalAIM initiative, the largest healthcare reform in recent California history, as well as build a local public health system that is tailored to the needs of Orange County residents.

Dr. Chinsio-Kwong has served as the Deputy Health Officer since November 23, 2020, following her hire from an open, competitive recruitment. She has worked closely with Dr. Chau in meeting the challenges of responding to the COVID-19 pandemic. In her role as the Deputy Health Officer, Dr. Chinsio-Kwong was the Deputy Operations Director overseeing clinical operations with responsibility for clinical leadership, coordination and implementation of the massive Operation Independence vaccination efforts. Additionally, Dr. Chinsio-Kwong

has been a critical point of contact for the media related to COVID, supported efforts to partner with community groups and clinics on increasing health equity and updating protocols to improve response to emerging threats to community health.

Dr. Chinsio-Kwong has been a physician since 2009 when she served as a Senior Medical Officer/Physician in the Navy. She has a professional Osteopathic Medicine doctorate from Western University of Health Sciences - College of Osteopathic Medicine, Pomona, California and is certified by the American Board of Physician Specialties in Integrative Medicine. She has been employed in the health care field for over 11 years and includes a strong operations background. She also maintained her practice as a physician providing primary care, wellness physicals and management of patients' chronic illnesses until July 2019 when she accepted the position of Medical Director at Providence ExpressCare. In this role, she was responsible for pioneering the growth and expansion of the ExpressCare clinics to the California healthcare market using a virtual care platform; opened and operationalized 24 clinics; and developed a COVID-19 testing model for Southern California regions to rapidly respond to the COVID pandemic with immediate transition of providers and to virtual platforms and providing rapid COVID testing to community and hospitals. This experience was an immediate benefit to HCA when tasked with setting up the Operation Independence Points of Distribution Sites (PODS) and Mobile PODS for COVID-19 vaccinations. ~~Dr. Chinsio-Kwong has the demonstrated management and leadership experience to assume the role of the County Health Officer.~~

Under Health and Safety Code section 100105, "the county health officer shall be a graduate of a medical college of good standing and repute." As evidenced in Attachment A, Dr. Chinsio-Kwong's education and experience qualify her to serve as the County Health Officer pursuant to H&S Code section 101005. Furthermore, Dr. Chinsio-Kwong clearly has the demonstrated management and leadership experience to assume the role of the County Health Officer this challenging role.

FINANCIAL IMPACT:

The negotiated salary for Dr. Chinsio-Kwong as an Executive Manager is $127.59 hourly/$265,387.20 annually. The total estimated FY 2021-22 financial impact is approximately $60,000 annually. Based on current FY 2021-22 funding, these increased costs are anticipated to be funded as follows:
State: 36%
FED: 28%
Fees/Other: 32%
Net County Cost: 4%

These funding percentages are an aggregate of various funding sources within multiple programs that will be supported by this appointment.

Appropriations for the increased costs are included in the FY 2021-2022 Budget for Budget Control 042 and will be included in the budgeting process for future years.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Resume
Attachment B - Government Code
Attachment C – Health and Safety Code

West's Annotated California Codes
Health and Safety Code (Refs & Annos)
Division 101. Administration of Public Health (Refs & Annos)
Part 3. Local Health Departments (Refs & Annos)
Chapter 1. Organization and Appointment of Health Officers (Refs & Annos)

West's Ann.Cal.Health & Safety Code § 101000

§ 101000. County health officer

Currentness

Each board of supervisors shall appoint a health officer who is a county officer.

Credits
(Added by Stats.1995, c. 415 (S.B.1360), § 3.)

Notes of Decisions (5)

West's Ann. Cal. Health & Safety Code § 101000, CA HLTH & S § 101000
Current with urgency legislation through Ch. 6 of 2022 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

© 2022 Thomson Reuters. No claim to original U.S. Government Works.

West's Annotated California Codes
Health and Safety Code (Refs & Annos)
Division 101. Administration of Public Health (Refs & Annos)
Part 3. Local Health Departments (Refs & Annos)
Chapter 1. Organization and Appointment of Health Officers (Refs & Annos)

West's Ann.Cal.Health & Safety Code § 101005

§ 101005. Qualifications of county health officer; compensation

Currentness

The county health officer shall be a graduate of a medical college of good standing and repute. His or her compensation shall be determined by the board of supervisors.

Credits
(Added by Stats.1995, c. 415 (S.B.1360), § 3.)

Notes of Decisions (2)

West's Ann. Cal. Health & Safety Code § 101005, CA HLTH & S § 101005
Current with urgency legislation through Ch. 6 of 2022 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

© 2022 Thomson Reuters. No claim to original U.S. Government Works.

West's Annotated California Codes
Health and Safety Code (Refs & Annos)
Division 101. Administration of Public Health (Refs & Annos)
Part 3. Local Health Departments (Refs & Annos)
Chapter 1. Organization and Appointment of Health Officers (Refs & Annos)

West's Ann.Cal.Health & Safety Code § 101010

§ 101010. Notice of appointment

Currentness

Immediately after the appointment of the health officer, the board of supervisors shall notify the director of the appointment and the name and address of the appointee.

Credits
(Added by Stats.1995, c. 415 (S.B.1360), § 3.)

West's Ann. Cal. Health & Safety Code § 101010, CA HLTH & S § 101010
Current with urgency legislation through Ch. 6 of 2022 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

© 2022 Thomson Reuters. No claim to original U.S. Government Works.

MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Supervisor Andrew Do, Supervisor, 1st District

Date: 02/24/2022

RE: Add Supplemental Item to 03/08/22 Board Meeting Agenda –Adopt Resolution in support of the Magnolia Tank Farm Project in the City of Huntington Beach

S384

Please place a supplemental item on the 03/08/22 Board of Supervisors agenda to adopt the attached resolution in support of the Magnolia Tank Farm Project in the City of Huntington Beach.

cc: Chris Wangsaporn, Chief of Staff, BOS-1
Valerie Sanchez, Chief Deputy Clerk, COB

RECEIVED
2022 FEB 25 AM 9:13
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA

[Date], 2022

WHEREAS, in accordance with the 6th Cycle Regional Housing Needs Assessment (RHNA) requirements adopted by the Southern California Association of Governments (SCAG), Orange County must accommodate for 183,861 additional housing units by October 2029. Of these, roughly 75,000 units must be very low-income to low-income homes, and;

WHEREAS, in order to maximize coastal access and accommodations to all Californians regardless of financial status, the Board of Supervisors prioritizes the availability of low cost, high occupancy hotel lodgings across Orange County coastal communities, and;

WHEREAS, access to outdoor spaces including parks and trails, the availability of public transit infrastructure and parking, and elimination of industrial pollutants is critical to maximizing quality of life for communities that live, visit, and recreate along the Orange County coastline, and;

WHEREAS, under the supervision of the Board of Supervisors, Orange County has made infrastructure investments to protect existing and future development from flood risk, including flood risks as a result of sea level rise, and;

WHEREAS, The Orange County Flood Control District (OCFCD) and Orange County Public Works (OCPW) has and continues to maintain the integrity of 380 miles of flood control infrastructure throughout the county, including the Huntington Beach Channel and Talbert Channels which were constructed to reduce the risk of flooding of critical regional infrastructure, including roads, public facilities, schools, libraries, and thousands of residences.

> *"OCFCD has provided flood control protection for Orange County since 1927. We continue to meet the challenge of flood risk, whatever the cause, and will evaluate the flood risks from sea level rise as part of our ongoing planning and capital improvement efforts moving forward. We do this with our federal and state partner agencies and incorporate FEMA standards as they develop. Most importantly, we need to protect critical infrastructure and residents as well as allow for continued economic development in Orange County."*
>
> *"OCFCD is committed to improving and maintaining the system as prioritized resources allow and must meet FEMA standards that evolve over time to include the most updated science as implemented by the accreditation program."*[1]

[1] Orange County Public Works letter to City of Huntington Beach RE: CA Coastal Commission Response – OCFCD Flood Control System (November 2021)

WHEREAS, OCFCD continues to receive revenues from a portion of Orange County property taxes for the design, construction, and maintenance of OCFCD facilities;

WHEREAS, the California Coastal Commission, the California State Association of Counties, and the League of California Cities together pledged to "[p]lan for sea-level rise adaptation in a way that is responsive and flexible, and based on unique local community contexts." Accordingly, Local Coastal Plan (LCP) updates should achieve an appropriate balance between statewide policy consistency and local LCP flexibility.[2];

WHEREAS, the City of Huntington Beach has submitted a LCP Amendment , now under consideration by the California Coastal Commission, to allow for a project, the Magnolia Tank Farm, that would:

1. Provide up to 250 new homes, including twenty-five low-income rental units, on property formerly occupied by oil storage tanks, both contributing to city's RHNA obligation of zoning for 13,368 new units while also eliminating the presence of industrial pollutants;

2. Include a 215-room lodge with a low-cost visitor-serving component, in which at least forty affordable rooms will be priced within the lowest 30 percent of the coastal room rates based on an annual survey of nearby hotel/motel rooms in the coastal zone;

3. Include a native upland habitat conservation area, expanded wetland habitat buffer, contribute to wetland restoration/maintenance funding, and abide by habitat management plan;

4. Provide county-wide economic benefits including 1,500 construction related jobs, 400 permanent jobs, $18 million in labor income, $47 million in economic output, and $3.5 million in gross tax revenue to the City including funding for off-site parks and libraries;

5. Provide enhanced public access, education, and recreation assets, including a park, an overlook trail, enhanced public transit features including a bus stop and additional parking, a Marsh Park interpretive staging area, and a wetlands interpretive program;

6. Receive protection from the Huntington Beach and Talbert Channels, which already provide flood protection to existing critical regional infrastructure, including roads, public facilities, schools, libraries, and thousands of residences.

NOW, THEREFORE, BE IT RESOLVED THAT:

---

[2] Source: Sea Level Rise Working Group JOINT STATEMENT ON ADAPTATION PLANNING, November 6, 2020, https://documents.coastal.ca.gov/assets/slr/SLRWGJointStatement_Final.pdf

1. The Orange County Board of Supervisors recognizes the myriad public benefits afforded by the Magnolia Tank Farm, acknowledges that the project is sited in an area that is protected by flood control infrastructure that will be maintained over the course of the life of the project, and affirms that this project in and of itself is important to the county's progress towards meeting its RHNA requirements but also sets an important precedent for responsible coastal development countywide. The Board of Supervisors, therefore, supports the approval of this project.
2. The Orange County Board of Supervisors further affirms the continued need to plan for sea-level rise adaptation in a way that is responsive and flexible, and based on unique local community context that takes into consideration the county's flood control infrastructure that was constructed to reduce the risk of flooding of critical regional infrastructure, including roads, public facilities, schools, libraries, and thousands of residences.

MEMORANDUM

To: Clerk of the Board

From: Donald P. Wagner, Vice Chairman, Third District

Date: February 28, 2022

RE: Supplemental Item for March 8, 2022 titled "Safe Zone" S38B

I would like to add a supplemental item to the March 8, 2022 Board of Supervisors meeting. With the support of Sheriff Don Barnes, I would like to give direction to County staff to identify funding and subsequently work with the Orange County Sheriff's Department to create a program called "Safe Zone." Staff should return to the Board of Supervisors as soon as possible for approval of identified funding for this program.

The program will take place at appropriate county locations, including but not limited to, Orange County Sheriff's Department (OCSD) substations. This program will reserve parking spots at each identified location. The spots will be labeled "Safe Zone" and will provide 24-hour video recording of the parking spots. The purpose of this program is to allow the residents of Orange County a safe and secure location that can be used for child custody situations or purchase of goods from on e-commerce sites.

RECEIVED
2022 FEB 28 PM 2:56
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

County Executive Office

S38C

Memorandum

February 28, 2022

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.03.01 09:07:41 -08'00'

RECEIVED
2022 MAR -1 AM 10:12
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the March 8, 2022, Board Hearing.

Agency: County Executive Office
Subject: Approve Memorandum of Understanding for Public Safety General and Supervisory Units
Districts: All Districts

Reason Item is Supplemental: The County Executive Office is requesting this supplemental item because the parties are in the process of finalizing the language of the successor Memorandum of Understanding. A tentative agreement was fully executed by the parties on February 18, 2022.

Justification: This item needs to be heard at the March 8, 2022 Board Hearing in order to avoid an unfair labor practice charge. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: _____
Doug Chaffee, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item **S38C**
Clerk's Use Only _____

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
2022 MAR -1 AM 10:42
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

MEETING DATE:	03/08/2022
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office
DEPARTMENT HEAD REVIEW:	*Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Colette Farnes (714) 834-2836 Jamie Newton (714) 834-2247

SUBJECT: Approve Memorandum of Understanding for Public Safety General and Supervisory Units

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
Digitally signed by Frank Kim DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US Date: 2022.03.01 09:08:07 -08'00'	Approved as to form	Discussion
CEO Signature	*Action*	3 Votes Board Majority
	County Counsel Signature	

Budgeted: N/A

Current Year Cost: See Financial Impact Section

Annual Cost: See Financial Impact Section

Staffing Impact: No

# of Positions: N/A

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: See Financial Impact Section

County Audit in last 3 years: No

Prior Board Action: N/A

RECOMMENDED ACTION(S):

Approve and adopt the attached 2021-2023 Memorandum of Understanding between the County of Orange and the Association of Orange County Deputy Sheriffs for the Public Safety General and Public Safety Supervisory Units for the period June 18, 2021, through June 29, 2023.

SUMMARY:

Approval and adoption of the 2021-2023 Memorandum of Understanding between the County of Orange and the Association of Orange County Deputy Sheriffs for the Public Safety General and Public Safety Supervisory Units, will ratify the terms and conditions of employment.

BACKGROUND INFORMATION:

The Association of Orange County Deputy Sheriffs (AOCDS) currently represents approximately 817 positions in the following Departments: Probation, Sheriff, District Attorney, and OC Community Resources/OC Parks. The classifications that comprise the Public Safety General Unit and Public Safety Supervisory Unit are:

Public Safety General Unit:

3034GS	Park Ranger I
3035GS	Park Ranger II
6005GS	Deputy Coroner
6007GS	Senior Deputy Coroner
6548GS	Public Assistance Investigator Trainee
6550GS	Public Assistance Investigator
7400PS	Deputy Juvenile Correctional Officer I
7401PS	Deputy Juvenile Correctional Officer II
7402PS	Senior Juvenile Correctional Officer
7405PS	Deputy Probation Officer I
7408PS	Deputy Probation Officer II
7409PS	Senior Deputy Probation Officer

Public Safety Supervisory Unit:

3036GM	Supervising Park Ranger I
3037GM	Supervising Park Ranger II
6011GM	Supervising Deputy Coroner
6551GM	Supervising Public Assistance Investigator
7403PM	Supervising Juvenile Correctional Officer
7413PM	Supervising Probation Officer

On April 8, 2021, representatives from the County and AOCDS commenced the meet and confer process to negotiate a successor agreement to the 2017-2021 Memorandum of Understanding (MOU). Over the next 10 months, the parties met on multiple occasions and collaboratively arrived at a tentative agreement on February 10, 2022, on the proposal under consideration by your Honorable Board of Supervisors (Board).

The agreement more closely aligns the Public Safety Units' nonfinancial terms and conditions with the terms the Board approved for the Deputy Sheriff Units in 2019. This agreement also reflects the Board's desire to maintain a competitive standing among comparable public safety agencies for recruitment and retention purposes in addition to increased information and transparency regarding the AOCDS Medical Insurance Trust Fund.

A summary of the more significant deal points in the 2021-2023 MOU include:

Term

June 18, 2021, through June 29, 2023.

Wages

Salary Increases for the Deputy Juvenile Correctional Officer and Deputy Probation Officer series:

- Effective the first day of the first full pay period following Board adoption of MOU, salaries will be increased by 3.25 percent (base-building/salary range movement).

- Effective July 1, 2022, salaries will be increased by 3.25 percent (base-building/salary range movement).

Salary Increases for the Deputy Coroner, Park Ranger and Public Assistance Investigator series:

- Effective the first day of the first full pay period following Board adoption of MOU, salaries will be increased by 0.84 percent (base-building/salary range movement).

- Effective July 1, 2022, salaries will be increased by 0.84 percent (base-building/salary range movement).

Reverse Pickup Reduction

Reduction in the employees' Reverse Pickup contribution for the Deputy Coroner, Park Ranger, and Public Assistance Investigator series:

- Effective the first day of the first full pay period following Board adoption of MOU, the Reverse Pickup will be reduced by an ongoing 2.41 percent.

- Effective July 1, 2022, the Reverse Pickup will be reduced by an additional 2.41 percent, for a total fixed ongoing 4.82 percent reduction in the employees' paid Reverse Pickup.

- The Reverse Pickup rate for employees in the PEPRA and 1.62 percent at 65 Classic benefit formulas will be frozen at the FY 2021/2022 rate. Employees in the 2.7 percent @ 55 benefit formula will continue to have their Reverse Pickup rate recalculated based on the OCERS actuarial valuation and will have an ongoing 4.82 percent offset to the Reverse Pickup calculation after July 1, 2022.

- By July 1, 2022, the entire Reverse Pickup for employees in the PEPRA and 1.62 percent at 65 Classic benefit formulas shall be eliminated.

AOCDS Medical Insurance Trust Fund

- Effective July 1, 2022, the County shall contribute $1,591 per month for each full-time enrolled, regular, limited-term, and probationary employee on paid status in this unit.

- During the term of the 2021-2023 MOU, the Medical Trust shall have an actuarial study prepared at the end of plan year June 30, 2022, to determine the appropriate level of trust reserves. A copy of the final report shall be provided to the County no later than January 31, 2023.

- Every three years, the auditor for the Medical Trust audit shall be jointly selected. A County representative may review the selected auditor's minimum qualifications and selected criteria. The agreement includes the appropriate process if either party chooses to terminate the contract.

- Effective the first day of the first full pay period following Board adoption, all eligible retirees and enrolled dependents who are eligible for early Medicare must be enrolled in Medicare Part B in order to be eligible for the Retiree Medical Grant.

Health Reimbursement Arrangement (HRA)

Effective the first day of the first full pay period following Board adoption, increase the County's HRA contribution from 3.0 percent to 3.5 percent of each eligible employee's base salary; increase the contribution from 3.5 percent to 4.5 percent on July 1, 2022; and increase the contribution from 4.5 percent to 5.0 percent on January 13, 2023.

Education and Professional Reimbursement

Effective the first day of the first full pay period following Board adoption, increase the Education and Professional Reimbursement Program from $4,000 to $10,000 per fiscal year.

Premium Pay

- Effective the first day of the first full pay period following Board adoption, change Armed Assignment Pay to Probation Officer Specialty Assignment Pay and increase the pay for Deputy Probation Officer I and Deputy Probation Officer II to $192.85 biweekly, Senior Deputy Probation Officer to $203.07 biweekly, and Supervising Probation Officer to $226.38 biweekly.

- Effective the first day of the first full pay period following Board adoption, employees on pay status who are assigned to a position of Canine Handler on a regular, full-time basis shall be compensated for canine maintenance at one and one-half times their regular rate of pay for 30 minutes per day, seven days a week, whenever the canine is kenneled at the handler's residence to provide clarification and memorialize current practices.

  During the 2021-2023 MOU, AOCDS and the County agree to a limited reopener to discuss the language of this section and the pay structure of the premium pay. If the parties do not reach agreement during these discussions, the language of the 2021-2023 MOU shall remain in place for the term of the MOU.

- Effective the first day of the first pay period following Board adoption, update outdated language regarding the Deputy Juvenile Correctional Officer I and II classifications to provide clarification and memorialize current practices of providing the Night Shift Differntial pay consistently amongst all eligible classifications in the Probation Department.

Vacation

Effective as soon as practicable following Board adoption, employees with Annual Leave balances and 10 years of continuous full-time service may use a maximum of 50 vacation hours for the Public Safety Supervisory Unit and 90 vacation hours for the Public Safety General Unit each fiscal year for approved time off.

Bereavement Leave

Effective the first day of the first full pay period following Board adoption, eligible employees may use paid bereavement leave for the death of a family member. The time off shall be taken in whole shift increments, may be taken nonconsecutively and must be used within six months of the loss.

Funeral Attendance

Effective the first day of the first full pay period following Board adoption, each Department Head has the authority and discretion to allow a reasonable number of employees to attend funerals or memorial services during their regular working hours for a fellow peace officer or firefighter who died in the line of duty or died while on duty.

Classification Review

During the term of the 2021-2023 MOU, the County agrees to review the following classification series:

- Review of the Deputy Coroner occupational series classification structure and classification specifications for potential updates to Special Requirements section and review of the hazard pay. The review shall commence its work within 120 days of adoption of the 2021 MOU. Human Resource Services will strive to complete its review no later than 180 days after commencement of the study.

- Conduct classification and market study for the Public Assistance Investigator occupational series classification specifications to determine if classes are appropriately structured. The review shall commence its work within 120 days of adoption of the 2021 MOU. Human Resource Services will strive to complete its review no later than 180 days after commencement of the study.

- Conduct a review of changes to the regular duties of and population served by the Deputy Juvenile Correctional Officer series to determine if classes are appropriately structured and/or titled. The review shall commence its work within 210 days of adoption of the 2021 MOU. Human Resource Services will strive to complete its review no later than 180 days after commencement of the study.

- Conduct classification and market study for the Park Ranger occupational series. The study will review internal equity for comparable classifications in OC Parks as well as a review of the external markets of the surrounding jurisdictions. The review shall commence its work within 120 days of adoption of the 2021-2023 MOU. Human Resource Services will strive to complete its review no later than 180 days after commencement of the study.

Any proposed changes resulting from these classification reviews will be at the sole discretion of the County and in accordance with the Personnel and Salary Resolution.

Miscellaneous

The proposed MOU includes minor modifications to other areas of the contract including extending the probationary period of an employee while on paid Administrative Leave, ability to extend an employee's

promotional probation, clarification of eligibility for Call-Back pay, and additional administrative clean-up that occurred during the term of the contract.

FINANCIAL IMPACT:

The estimated total cost of the MOU to be incurred during FY 2021-2022 through FY 2022-2023 is $10.5 million ($10.0 million Net County Cost). Impacted departments (District Attorney, Probation, Sheriff, OC Community Resources/OC Parks) are expected to absorb the FY 2021-22 cost, which is estimated at $1.1 million ($1.0 million NCC). The ongoing annual cost is $9.4 million ($9.0 million NCC).

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – 2021-2023 Public Safety General and Public Safety Supervisory Units MOU
Attachment B – 2021-2023 Public Safety General and Public Safety Supervisory Units MOU (redlined version)
Attachment C – February 10, 2022, Signed Deal Points (Tentative Agreement)

MEMORANDUM OF UNDERSTANDING

PUBLIC SAFETY GENERAL UNIT

AND

PUBLIC SAFETY SUPERVISORY UNIT

2021 – 2023

COUNTY OF ORANGE

AND

ASSOCIATION OF ORANGE COUNTY DEPUTY SHERIFFS

MEMORANDUM OF UNDERSTANDING

2021 – 2023

COUNTY OF ORANGE

AND

ASSOCIATION OF ORANGE COUNTY DEPUTY SHERIFFS

FOR THE

PUBLIC SAFETY GENERAL UNIT

AND

PUBLIC SAFETY SUPERVISORY UNIT

On October 27, 2017, the Association of Orange County Deputy Sheriffs became the Exclusively Recognized Employee Organization for the Probation Services and Probation Supervisory Management Units. Subsequently on November 24, 2017, the Deputy Coroner, Public Assistance Investigator, and Park Ranger series were added to the Probation Services and Probation Supervisory Management Units. With the adoption of the 2017 – 2021 MOU the parties agreed to rename the Units as the Public Safety General Unit and Public Safety Supervisory Unit.

This Memorandum of Understanding adopted by the Board of Supervisors on March 8, 2022 sets forth the terms of agreement reached between the County of Orange and Association of Orange County Deputy Sheriffs as the Exclusively Recognized Employee Organization for the Public Safety General and Public Safety Supervisory Units for the period beginning June 18, 2021 through June 29, 2023. Unless otherwise indicated herein, all provisions shall become effective March 8, 2022.

DEFINITIONS

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

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

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

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

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

DIRECTOR OF EMPLOYEE AND LABOR RELATIONS shall mean the Director of Employee and Labor Relations, or his or her designee.

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

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

EMPLOYEE shall mean a person employed by the County and covered by 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.

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

PRACTICABLE means feasible; reasonably able to accomplish.

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

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

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

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

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

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

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

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

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

ARTICLE I WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

A. The official FLSA work period for the classifications listed below shall be 28 days and shall begin at 12 a.m. on each Friday and end at 12 a.m. four weeks later. For purposes of payment of overtime under this MOU, each 28 day period shall be divided into two 14 day periods, with overtime being paid for work ordered and performed in excess of eighty (80) hours actually worked in each 14 day period. Work ordered and performed in excess of eighty (80) hours of paid time in each 14 day period in accordance with an emergency declared by the Board of Supervisors, activation of the County's Emergency Operations Center (EOC) or Department Operations Center (DOC), shall be overtime.

Deputy Juvenile Correctional Officer I
Deputy Juvenile Correctional Officer II
Senior Juvenile Correctional Officer
Deputy Probation Officer I
Deputy Probation Officer II
Senior Probation Officer
Supervising Juvenile Correctional Officer
Supervising Probation Officer

Once a Supervising Juvenile Correctional Officer submits his/her work schedule for an upcoming pay period, any additional mandated Duty Officer shifts that the employee is required to work within that pay period will be paid as overtime hours as outlined in Section 2.C. below.

B. The official workweek for full-time employees in classifications designated as non-exempt from FLSA shall be forty (40) hours. The workweek shall begin on each Friday at 12:01 a.m. and end with the following Thursday at 12:00 midnight except for employees working an alternate schedule, 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, for employees on 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, or eighty (80) hours worked in the pay period for employees in FLSA exempt classifications, shall be overtime. Work ordered and performed in excess of forty (40) hours of paid time in a workweek, or eighty (80) hours of paid time in the pay period for employees in FLSA exempt classifications, in accordance with an emergency declared by the Board of Supervisors, activation of the County's Emergency Operations Center (EOC) or agency Department Operations Center (DOC), shall be overtime.

Deputy Coroner
Senior Deputy Coroner
Supervising Deputy Coroner
Park Ranger I
Park Ranger II
Supervising Park Ranger I
Supervising Park Ranger II
Public Assistance Investigator Trainee
Public Assistance Investigator
Supervising Public Assistance Investigator

C. 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 Thursday thereafter.

D. Work shall not be regularly scheduled on more than ten (10) calendar days during any pay period and scheduled days off shall fall on at least two (2) consecutive calendar days. Alternate work schedules shall not be implemented without the County and AOCDS first negotiating and attempting to reach agreement on such hours of work for each division or work unit proposing implementation of such alternate work schedules.

E. Whenever practicable, the County agrees to give employees a seven (7) calendar day advance notice of a shift change or a transfer to a different worksite.

F. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.

G. The County shall discuss with AOCDS any proposed changes in existing scheduled hours of work before such changes are put into effect. Whenever practicable, the County shall provide written notification of such proposed changes to AOCDS at least fourteen (14) calendar days before such changes are put into effect.

H. 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 A., above, except on authorized overtime.

I. This Section shall not prevent an employee or group of employees from requesting a modified work schedule. Such requests may be implemented by the Department.

1. Upon written request by AOCDS, the County agrees to study the feasibility of establishing work schedules consisting of either:

   a four (4) ten (10) hour workdays per week;

   b. four (4) nine (9) hour workdays each week with an additional eight (8) hour workday on alternate weeks; or

   c. flex time.

2. The County shall initiate such studies within thirty (30) days and provide a written response within ninety (90) days.

3. AOCDS agrees not to request more than twelve (12) such studies concurrently for the combined units represented by AOCDS and no more than three (3) concurrently for each agency/department.

4. The County agrees to discuss with AOCDS any findings and recommendations prior to reaching a final decision and implementation.

J. 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.

K. Funeral Attendance

Each Department Head has the authority and discretion to allow a reasonable number of employees to attend funerals or memorial services during their regular working hours for a fellow peace officer or firefighter who died in the line of duty or died while on duty.

Each Department may implement its own guidelines or policy outlining the process and requirements for Funeral Attendance per the above.

Section 2. Overtime

A. Notification of Employees of Work Required Beyond Normal Schedule

If in the judgment of the department, work beyond the normal workday, workweek or work period is required, the department will notify any employee who may be asked to perform such work of the apparent need as soon as practicable prior to when the work is expected to begin.

1. For the employees listed in Section 1. A. above any work hours in excess of eighty (80) hours will be considered overtime. Overtime shall be paid at the overtime rate as defined by Section 2.C.1.

2. For the employees listed in Section 1.B. above and designated as non-exempt under FLSA, any work hours in excess of forty (40) hours will be considered overtime. Overtime shall be paid at the overtime rate as defined by Section 2.C.1.

3. For the employees listed in Section 1.B. above and designated as exempt under FLSA any work hours in excess of eighty (80) hours will be considered overtime. Overtime shall be paid at the overtime rate as defined by Section 2.C.1.

B. Distribution of Overtime

1. The County shall make a reasonable effort to make overtime opportunities available on an equal basis to employees capable of performing the work.

2. If the responsible supervisor determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift.

3. If the responsible supervisor determines that overtime is necessary on a client case or patient case already assigned to a particular employee, any such overtime may be assigned exclusively to that employee.

4. The County and AOCDS may meet and confer and, in so doing, shall attempt to reach agreement regarding specific provisions for the distribution of overtime among employees of various individual work units. Such provisions shall be consistent with Sections 2.B.2. and 3., above.

C. Payment for Overtime

1. Overtime shall be compensated at one and one-half (1 1/2) times the regular 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 employees. The maximum number of Compensatory Time (CT) hours which may be accrued by any employee is one hundred and twenty (120). If an employee accrues 120 hours of CT, he/she cannot accrue additional CT until he/she uses some of the hours in his/her bank; instead, employees will be paid for all overtime work performed in excess of that amount.

3. Overtime hours worked by extra help employees shall be paid.

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. No scheduled compensatory time off will be cancelled except in cases of emergency.

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 or merit increase periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods.

8. An employee separating from the County service shall be paid for accumulated compensatory time in a lump sum payment.

Section 3. Rest Periods and Cleanup Time

A. Employees shall be allowed rest periods of 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.

Section 4. Premium Pay

A. Night Shift Differential

1. An employee who works an assigned night shift shall in addition to his or her regular salary be paid a night shift differential for each hour actually worked on the assigned night shift.

2. For purposes of this Section, night shift shall mean an assigned work 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.

3. The rate of night shift differential shall be five (5) percent of the employee's basic hourly rate with a minimum of sixty (60) cents per hour and a maximum of one (1) dollar and fifty (50) cents per hour.

B. On-Call Pay

1. When a regular, limited-term or probationary employee is assigned on-call duty by the County, the employee shall, whenever practicable, be informed in writing at least five (5) days in advance 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 to: (1) be reachable by telephone or other communications device; (2) be able to report to work in a reasonable time; and (3) to refrain from activities which might impair his or her ability to perform assigned duties.

3. Employees in the Public Safety General Unit paid on a sixteen (16) hour shift basis are exempt from these provisions.

4. On-call pay shall not apply to extra help employees unless expressly directed in writing to be on-call.

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, except as provided in Section 4.C.3. below, in which the employee is continuously engaged in work for which he or she was called back.

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. Notwithstanding the above, if an employee receives a "call back" to work within four (4) hours of the beginning of the regular shift, the employee will only be paid at time and-one-half for the time period the employee begins to work until the beginning of the employee's regular shift.

4. An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work performed during any four (4) consecutive hour period.

5. An employee credited with four (4) hours pursuant to this Section may be assigned other work until the guaranteed time has elapsed.

6. Call-back pay shall apply only when an employee is required to physically return to work (e.g., leave home or another off-duty location) in order to perform required duties.

D. Bilingual Pay

1. Except as provided in 2., 3. and 4., below, qualified employees who meet the following criteria shall receive an additional forty (40) cents per hour (approximately sixty-nine [69] dollars per month) for all hours actually paid.

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

   b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.

   c. To become qualified, employees must be certified as qualified

by the Chief Human Resources Officer or his or her designee.

2. Exceptional Bilingual Pay

Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c. above, are assigned by department management to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties and responsibilities shall receive an additional seventy (70) cents per hour (approximately one hundred and twenty-one (121) dollars per month) for all hours actually paid:

Deputy Probation Officer I
Deputy Probation Officer II
Senior Probation Officer
Supervising Juvenile Correctional Officer
Supervising Probation Officer
Public Assistance Investigator Trainee
Public Assistance Investigator

3. Counselor Bilingual Pay

Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c., above, are regularly assigned by department management to perform their duties in a language other than English shall receive an additional seventy (70) cents per hour for all hours actually paid:

Deputy Juvenile Correctional Officer I
Deputy Juvenile Correctional Officer II
Senior Juvenile Correctional Officer

4. Exceptional Bilingual Pay for the Deputy Coroner and Sr. Deputy Coroner

Qualified employees in the following class who, in addition to meeting the criteria in 1.a. and b. above, and when approved by the Division Commander, are certified by the Chief Human Resources Officer or his or her designee as qualified to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties, based on assignment requirements, shall receive an additional seventy (70) cents per hour (approximately one hundred and twenty one (121) dollars per month) for all hours actually paid.

Deputy Coroner
Sr. Deputy Coroner

5. An employee shall not be eligible to receive more than one (1) type of bilingual pay concurrently.

6. Bilingual pay shall not apply to workers' compensation supplement pay.

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

   a. department need;

   b. availability of a qualified replacement; and

   c. availability of another suitable assignment for the requesting employee.

8. AOCDS may participate in the County bilingual pay working group to discuss items related to bilingual premium pay.

   The working group will meet on an as-needed basis, and have as its goal to complete its work no later than July 1, 2022.

E. Probation Officer Specialty Assignment Pay

1. Effective the first day of the first full pay period following Board adoption of the 2021-2023 MOU, employees on pay status in the Deputy Probation Officer I and Deputy Probation Officer II classifications and assigned to a Specialty Assignment Unit, as defined in E.5. below, on a regular, full-time basis shall receive the equivalent of one hundred ninety two dollars and eighty five cents ($192.85) biweekly (approximately four hundred seventeen dollars and eighty four cents ($417.84) per month).

2. Effective the first day of the first full pay period following Board adoption of the 2021-2023 MOU employees on pay status in the Senior Deputy Probation Officer classification and assigned to a Specialty Assignment Unit, as defined in E.5. below, on a regular, full-time basis shall receive the equivalent of two hundred three dollars and seven cents ($203.07) biweekly (approximately four hundred thirty nine dollars and ninety eight cents ($439.98) per month).

3. Effective the first day of the first full pay period following Board adoption

of the 2021-2023 MOU, employees on pay status in the Supervising Probation Officer classification and assigned to a Specialty Assignment Unit, as defined in E.5. below, on a regular, full-time basis shall receive the equivalent of two hundred twenty six dollars and thirty eight cents ($226.38) biweekly (approximately four hundred ninety dollars and forty nine cents ($490.49) per month).

4. In the event an employee is assigned to a Specialty Assignment Unit for a portion of a pay period, the Specialty Assignment Pay shall be paid on a pro-rated basis for those hours worked in the Specialty Assignment.

5. Specialty Assignment Units are as follows:

- AB 109
  Units - 800; 801; 802; 803; 804; 805; and 806

- Special Supervision Division
  Units - 100 (Special Enforcement); 241 (Sex Crimes); 242 (Domestic Violence); 332 (Gang Violence Suppression); 333 (Gang Violence Suppression)

- Adult Court Services
  Unit - 382 (Collaborative Treatment)

- Juvenile Court Services
  Unit - 079 (PPP/YDC)

- Professional Standards Division
  Units - 920 (Internal Affairs); 922 (Rangemasters); 923 (Background Investigators)

6. If an employee leaves a Specialty Assignment Unit (promotion, reassignment, reduction, transfer) for a non-Specialty Assignment Unit, then the Specialty Assignment Pay will end on the last day the employee is assigned to the Specialty Assignment Unit.

7. Employees in the Department that are voluntarily armed are not eligible for Specialty Assignment Pay.

F. Peace Officer Standards and Training (P.O.S.T.) Pay – Deputy Coroner Series

A full-time regular, limited-term or probationary employee classified as Deputy

Coroner, Senior Deputy Coroner or Supervising Deputy Coroner who complies with the procedure below shall be paid either approximately two hundred (200) dollars per month for an Intermediate P.O.S.T. Certificate or approximately three hundred fifty (350) dollars per month for an Advanced P.O.S.T. Certificate and shall be paid for all regular hours paid under the following conditions: (For purposes of this provision, "regular hours paid" shall mean all paid hours exclusive of overtime, call back or on-call pay not to exceed forty [40] hours per week.)

The employee shall submit a written request for P.O.S.T. Pay to the agency/department with an attached copy of either the appropriate P.O.S.T. Certificate or application for P.O.S.T. Certificate. P.O.S.T. Pay shall start the first day of the pay period following receipt by the agency/department of a valid P.O.S.T. Certificate.

G. Peace Officer Standards and Training (P.O.S.T.) Pay – Public Assistance Investigator

A full-time regular, limited-term or probationary employee classified as Public Assistance Investigator who complies with the procedure below shall be paid either approximately one hundred fifty (150) dollars per month for an Intermediate P.O.S.T. Certificate or approximately three hundred (300) dollars per month for an Advanced P.O.S.T. Certificate and shall be paid for all regular hours paid under the following conditions: (For purposes of this provision, "regular hours paid" shall mean all paid hours exclusive of overtime, call back or on-call pay not to exceed forty [40] hours per week.)

The employee shall submit a written request for P.O.S.T. Pay to the agency/department with an attached copy of either the appropriate P.O.S.T. Certificate or application for P.O.S.T. Certificate. P.O.S.T. Pay shall start the first day of the pay period following receipt by the agency/department of a valid P.O.S.T. Certificate.

H. Peace Officer Standards and Training (P.O.S.T.) Pay – Supervising Public Assistance Investigator

A full-time regular, limited-term or probationary employee classified as Supervising Public Assistance Investigator who complies with the procedure below shall be paid either approximately one hundred fifty (150) dollars per month for an Intermediate P.O.S.T. Certificate or approximately three hundred (300) dollars per month for an Advanced P.O.S.T. Certificate or approximately three hundred forty (340) dollars per month for a Supervisory P.O.S.T. Certificate shall be paid for all regular hours paid under the following conditions: (For purposes of this provision, "regular hours paid" shall mean all paid hours exclusive of overtime, call-back or on-call pay not to exceed forty [40] hours per week.)

The employee shall submit a written request for P.O.S.T. Pay to the agency/department with an attached copy of either the appropriate P.O.S.T. Certificate or application for P.O.S.T. Certificate. P.O.S.T. Pay shall start the first day of the pay period following receipt by the agency/department of a valid P.O.S.T. Certificate.

I. Training Officer Assignment Pay

Regular, full-time employees who are assigned to provide training to County or Department personnel shall be paid two dollars ($2.00) per hour for all hours performing such training. Employees in senior or supervisor classifications shall receive training officer pay unless:

1. The employee's primary assignment is to provide training during the normal course and scope of their duties; or

2. The employee is acting as a training officer; or

3. The employee is providing individual training or technical guidance to a lower level employee.

J. Hazard Premium Pay for Deputy Coroner Series

Effective the first day of the first full pay period in January 2020, regular, full-time employees in the Deputy Coroner series on pay status shall receive the equivalent of sixty-nine dollars and twenty-five cents ($69.25) biweekly (approximately one hundred fifty dollars per month).

In the event an employee in the Deputy Coroner series is on pay status for a portion of a pay period, the Hazard Premium Pay shall be paid based on the ratio of hours actually paid to hours in a pay period (eighty [80] hours).

K. Canine Handler Maintenance Pay

Effective the first day of the first full pay period following Board adoption of the 2021-2023 MOU, employees on pay status who are assigned to a position of Canine Handler on a regular, full-time basis shall be compensated for canine maintenance at one and one-half times their regular rate of pay for 30 minutes per day, seven days a week, whenever the canine is kenneled at the handler's residence. Canine maintenance will include feeding, watering, cleaning of kennels, cleaning canine vehicle, grooming and/or bathing the canine, light exercise, training and other related miscellaneous duties.

Canine Handlers will be compensated for hours actually worked when the handler is required to spend more than 30 minutes on an emergency or other

non-routine canine maintenance duty (i.e., emergency veterinary visits).

Canine Handlers will not be compensated for canine maintenance when the canine is kenneled at a location other than the canine handler's residence.

The compensation to care for the canine is part of the canine handler's official duties.

Management will assign employees to the Canine Handler assignment based on existing skills, experience, training, and/or knowledge.

During the 2021-2023 MOU, AOCDS and the County agree to a limited reopener to discuss the language of this section and the pay structure of the premium pay. If the parties do not reach agreement during these discussions, the language of the 2021-2023 MOU shall remain in place for the term of the MOU.

ARTICLE II PAY PRACTICES

Section 1. Compensation for Employees

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

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 eight (8) 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 eight (8) 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. 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.

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

D. An employee in a part-time regular or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours 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. 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 one (1) 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 department head and shall be based on merit.

F. 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.

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

Section 4. Salary on Promotion

A. Except as modified by B., below, a regular, limited-term or probationary employee 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.

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 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, 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/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 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 physical disability or reasons other than unsatisfactory performance, 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 and merit increase eligibility date of the employee shall not change.

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

Y-RATE SCHEDULE

Years of Full-Time Continuous Service	Duration of Y-Rate
Less than 5 years	Two years from the date of reclassification
5 years but less than 10 years	Three years from the date of reclassification
10 years but less than 15 years	Four years from the date of reclassification
15 years but less than 20 years	Five years from the date of reclassification
20 years but less than 25 years	Six years from the date of reclassification
25 years or more	Seven years from the date of reclassification

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

Section 7. Salary on Reclassification

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

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

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

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

Section 8. Salary on Reemployment

A. A person who is 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 II, Section 2.C.

B. A former County employee on paid County retirement may be reemployed for not more than one hundred twenty (120) working days or nine hundred sixty (960) hours, whichever is greater, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

Section 9. Changes in Salary Allocation

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

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

A. 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.

B. Employees hired after June 29, 2001 will be required to authorize automatic deposit of his or her paycheck to a financial institution of the employee’s choice.

C. Employees hired on or before June 29, 2001 that do not authorize automatic

deposit will receive their pay check by U.S. Mail. The pay checks will be deposited in the U.S. Mail the day before the scheduled pay day.

ARTICLE III GENERAL PERSONNEL PROVISIONS

Section 1. Probation

A. New Probation

1. Full-Time Employee

   a. A new or reemployed employee in a regular or limited-term position shall be placed on a new probation period for fifty-two (52) weeks from the date of appointment and ending with the first day of the pay period following completion of said period except as provided in section A.1.b below.

   b. A new or reemployed employee in a regular or limited-term position in the class of Public Assistance Investigator Trainee shall promote on the first day of the pay period following successful completion of the Specialized Investigators' Basic Course Academy (SIBC Academy), or an approved equivalent. Employees that have not met the above requirements within twenty-six (26) weeks will be terminated, or if applicable, returned to their former class.

2. Part-Time Employee

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

B. Promotional Probation

1. Any regular or limited-term employee who is promoted, excluding a temporary promotion, shall be placed on promotional probation except as provided in section B.2., below.

   a. A full-time employee in the Public Safety General Unit shall serve a probation period equal to the time period of the initial probation ending with the first day of the pay period following completion of said period. However, an employee who promotes to a class in the same series, shall serve a promotional probation period of twenty-six (26) weeks from the date of promotion ending with the first day of the pay period following completion of said period or

the remainder of any uncompleted new probation period, whichever is longer except as provided in section B.1.b below.

b. A full time employee promoting into a position as a Public Assistance Investigator shall serve a promotional probation period of fifty-two (52) weeks from the date of the promotion ending the first day of the pay period following completion of said period.

c. A part-time employee in the Public Safety General Unit shall be placed on promotional probation for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period. However, a part-time employee in the Public Safety General Unit who promotes to a class in the same series shall be placed on promotional probation for one thousand forty (1040) paid hours, exclusive of overtime or the remainder of any uncompleted new probation period, whichever is longer except as provided in section B.1.d. below.

d. A part-time employee promoting into a position as a Public Assistance Investigator shall serve a promotional probation period of two thousand eighty (2080) paid hours ending with the first day of the pay period following completion of said period.

e. A full-time employee in the Public Safety Supervisory Unit shall serve a probation period of fifty-two (52) weeks ending with the first day of the pay period following completion of said period. However, an employee who promotes from a class in the Public Safety Supervisory Unit to a class in the same series shall serve a promotional probation period of twenty-six (26) weeks from the date of promotion ending with the first day of the pay period following completion of said period or the remainder of any uncompleted new probation period, whichever is longer.

f. A part-time employee in the Public Safety Supervisory Unit shall be placed on promotional probation for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period except that for promotion from a class in the Public Safety Supervisory Unit to a class in the same series, the promotional probation period shall

be one thousand forty (1040) paid hours exclusive of overtime or the remainder of any uncompleted new probation period, whichever is longer.

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

3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's 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.

C. Failure of Probation

1. New Probation

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

2. Promotional Probation

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

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

c. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the previous class for the purpose of training for a promotion to a higher class. When an employee is returned to his or her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position other than

at the direction of the employee's 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 his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

3. An employee who alleges that his or her probationary release was based on discrimination by the County in violation of Article XVIII, NONDISCRIMINATION, may submit a grievance at Step 2 of the grievance procedure within ten (10) days after receipt of notice of failure of new 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.C., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand forty (1040) hours shall equal twenty-six (26) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.

2. When the Department Head or his/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 department to another in the same class without the approval of the Chief Human Resources Officer.

E. Extension of Probation Periods

1. The granting of an Official or Military Leave of Absence shall cause the employee's probation period to be extended by the

length of the Official Leave or by the length of the Military Leave in excess of fifteen (15) calendar days. If the employee is on probation, the extended probation period resulting from the Official or Military Leave of Absence shall end with the first day of the pay period after said extended date. An employee who is suspended shall have his or her probation extended by the length of suspension, with the extended probation period ending with the first day of the pay period after said extended date.

2. A new or promotional probationary employee who is on paid Administrative Leave shall have his or her probationary period extended by the length of the leave. If the extended probationary period ends in the middle of a pay period, the probationary period shall be extended to conclude on the final day of that pay period.

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

4. 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 ninety (90) 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 AOCDS 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.

Section 2. Performance Evaluation

A. The County shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-

term full and part-time employees at least once 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 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. Any written response by the employee to the performance evaluation shall be attached to such evaluation in the official personnel files.

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.

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

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

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

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

Section 4. Status of Limited-Term Employees

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

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

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

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

E. 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. At any time before the temporary promotion is made, such employee may request to be reassigned to his or her former class. In such a case, the employee shall be reassigned within five (5) working days.

B. The 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 not to exceed eighteen (18) months.

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 eighteen (18) months.

Section 6. Reemployment of Employees on Disability Retirement

A. The County will advise employees retired for 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 who within two (2) years from the 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:

a person appointed to a regular position in the County service shall be removed from the list;

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;

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

Section 7. Reemployment of Regular Employee

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

Section 8. 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 agency/department to another.

Section 9. On-Duty Meals – Probation Department

A. The County shall provide meals to Probation Department sworn personnel employed in Probation Department residential care institutions and Probation Department juvenile institutions who are required to be on duty through their own meal period and to take their meals while supervising the activities of the residents.

B. The County shall provide reasonable reimbursement for meals for Probation Department sworn personnel in field assignments who are required by their supervisor to take their meal period while in custodial charge of a client.

C. During emergencies which require unusual amounts of overtime, Probation Department sworn employees who are required to work such excessive overtime shall be provided appropriate meals. The determination as to how such meals are provided and the amount authorized shall be at the discretion of the Probation Department.

Section 10. Transfer Policy for AOCDS Officers and Area Representatives

Management shall not, wherever practicable, assign an AOCDS officer or area representative to a different location if:

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

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

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

AOCDS will agree to provide a list of Area reps within 30 days after any changes to the list occur.

Section 11. Training

A. Upon approval of the Department Head, employees may participate in various County sponsored training programs. The County and AOCDS will inform employees of these training programs.

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

ARTICLE IV 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 (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of sick leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately 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.

4. Except as required by law, extra help employees shall not earn sick leave. For those extra help employees who qualify for paid sick leave under Labor Code section 246, the first three days or 24 hours, whichever is greater, of annual leave taken each 12 month period will be considered sick leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014.

B. Permitted Uses of Sick Leave

Sick leave may be applied to:

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

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

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

4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family, provided that such absence shall be limited to a maximum of three (3) working days for each occurrence. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, 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, except as to extra help employees, who will be limited to three (3) days provided they meet the requirements set forth in the Healthy Workplaces, Healthy Families Act of 2014 (Labor Code sections 245-249). 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. Illness while on paid vacation will be charged to sick leave rather than vacation only under the following conditions:

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

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

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

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

7. Absence from duty because of personal emergencies or personal business not to exceed thirty (30) working hours during the fiscal year.

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

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.6., or B.8., above.

2. Absences which occur on a County holiday.

D. General Provisions

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

2. Except as prohibited by law, an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory 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.

3. Employees hired on or after July 15, 1977, shall not be eligible for any payoff of sick leave. Employees hired before July 15, 1977 are eligible for sick leave payoff under the following conditions:

   a. Upon paid retirement or death, an employee or the employee's estate shall be paid for a portion of the employee's unused sick leave in an amount computed as provided below:

Years of Service	Percent of Unused Sick Leave Paid For
Less than 5 years	None
5 but less than 10	25%
10 but less than 15	50%
15 but less than 20	75%
20 or more	100%

Years of service as used herein shall be the equivalent of full-

time continuous service in a regular position. Employees who elect to take deferred retirement shall not be eligible for any benefits provided by this paragraph.

b. Not more than once in each fiscal year, an employee hired prior to July 15, 1977, who, as of date of request, is eligible for Tier I paid retirement and who has accumulated unused sick leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one-third (1/3) of all his or her accumulated sick leave, provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of sick leave paid shall be computed based on years of continuous service in accordance with Section 1.D.3.a., above. The employee's sick leave balance will be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.D.3.a.

c. Notwithstanding the provisions of 3.b., above, an employee hired prior to July 15, 1977 who, as of the date of request, is eligible for Tier I paid retirement and who has given irrevocable written notice of his or her intent to retire, may request that a payoff of his or her accumulated sick leave be made to his or her deferred compensation account with the County to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent permitted under the provision of 3.a., above. Such request must be made at least thirty (30) calendar days prior to the effective date of his or her retirement. Such payoff shall be made prior to the effective date of the employee’s retirement.

4. Employees hired on or after July 15, 1977, shall not be eligible for any benefits provided by Paragraph D.3., above.

5. Upon request of the County, negotiations shall be reopened to consider alternative sick leave incentive/control programs.

6. 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 sick leave earning rates. Notwithstanding the above, if an employee separates from the County and is rehired within one year from the date of separation,

previously accrued and unused paid sick days shall be reinstated to the extent required by law. The employee will also be entitled to use those previously accrued and unused paid sick days and to accrue additional paid sick days upon rehiring to the extent required by law.

Section 2. Bereavement Leave

Effective the first day of the first full pay period following Board adoption of the 2021-2023 MOU, 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, civil-union 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 fulltime paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts [Note: double-shifts equate to two (2) regularly scheduled shifts], for each death, and employees who are in part-time paid status shall receive time off with pay, not to exceed the number of hours scheduled in a part-time employee's normal workweek for each death.

C. Time off shall be taken in whole shift increments and may be taken nonconsecutively. Use of this leave must be completed 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.

Section 3. Authorized Leave Without Pay

A. Departmental Leave

A regular, limited-term or probationary employee may request a Departmental Leave Without Pay for a period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the department, except in cases where Official Leave has been authorized

pursuant to Sections 10, 11.A., and 14 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 or annual leave prior to the obtaining of Departmental Leave shall be at the option of the employee.

B. Official Leave

1. Upon request, a regular, limited-term or probationary employee may be granted an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year except as provided in subsections 2. and 3., below. Such Leave may be authorized only after an employee's completion of a Departmental Leave and after all compensatory time and vacation accruals, or the portion of annual leave subject to 100% payoff 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 IV, Section 14, and applicable law, shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only after use of leave balances as specified below:

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

   b. When Official Leave involves the circumstances covered by Section 1, subsections.B.4, B.5 or B6 of this Article – after all accumulated compensatory time, vacation, sick leave (to the extent available to the employee for such use) and annual leave have been used;

   c. When Official Leave is used for all other reasons – after all accumulated compensatory time and vacation accruals, and/or the portion of the annual leave subject to 100% payoff have been applied toward the absence. Use of annual leave beyond the leave balance subject to 100% payoff shall be at the discretion of the employee, subject to the annual leave provision.

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 14 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 with 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 department only where the employee is unable to initiate such action, except in cases where the provisions of Section 11.A. apply.

Section 4. Official Leave for Nonoccupational Disability

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

1. A medical statement 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 and vacation time and/or annual leave have been applied toward the absence.

3. Unless otherwise required by law, the employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours or more. (This provision does not apply to pregnancy disability leave.)

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

C. Unless otherwise required by law, an employee shall not be entitled to more than one (1) such Leave pursuant to this Section per twelve (12) month period.

Section 5. Absences Caused by Illness, Injury or Pregnancy

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

Section 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 I). An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury duty. Such requests shall be granted if practicable.

Section 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, 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 AOCDS Business

The County shall allow a regular, limited-term or probationary employee up to six (6) working days absence without pay during each fiscal year for the term of this Agreement to perform official AOCDS business, provided that:

A. AOCDS shall make a request to the employee's Department Head at least ten (10) days in advance.

B. AOCDS shall not request that such Leave be effective for more than four (4) employees on any workday.

C. 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.

Section 9. Absence Without Authorization

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

B. When the County believes an employee has been absent without authorization and the County plans to invoke the provisions of 9.A., above, the County shall send written notice by certified mail to the employee's last known address at least ten (10) calendar days prior to implementing an automatic resignation. Such written notice shall contain:

1. a statement of the County's intention to implement 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 automatic resignation shall be implemented.

C. An automatic resignation shall not be implemented if the employee responds to the notice before the effective date and 1) it was physically impossible for the employee to contact his or her department; or 2) the employee can show that it would be arbitrary, capricious or discriminatory to implement the automatic resignation.

D. An employee who responds prior to the effective date of the proposed action shall be sent written notice of any action taken pursuant to the notice of intent.

E. An employee who is permitted to continue his or her employment pursuant to subsection B. and/or C., 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 use of sick leave, compensatory time, vacation or other paid leave to cover the absences is appropriate

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

G. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.

H. Automatic resignation 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 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, compensatory time or annual leave subject to 100% payoff 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 or annual 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 Nonoccupational Disability Leave for the term of disability as provided in Section 4. of this Article.

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

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

Section 11. Workers' Compensation Leave

A. When an injury is determined to be job related in accordance with Article XII, a regular, limited-term or probationary employee shall be placed on Workers' Compensation Leave. If such determination cannot readily be made and all sick leave, vacation, or annual leave subject to 100% payoff has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.

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

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

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

3. accepts employment outside the County; or

4. accepts employment in another County position; or

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

6. is retired pursuant to Government Code provisions.

C. If practicable, an employee on Workers' Compensation Leave or 4850 Leave will give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks notice prior to the date he or she wants to return to work, the department shall not be required to return the employee to work until such notice is given; however, the department may waive the notice or reduce the notice period at its discretion.

Section 12. Catastrophic Leave

The County will administer a Catastrophic Leave procedure designed to permit individual donations of annual leave, vacation, compensatory and/or PIP 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 13. Leave for Attendance at Professional Conferences – Probation Department

A. Employees may request three (3) working days leave with pay each fiscal year for attendance at professional training conferences subject to the following conditions:

1. The request is made timely on the appropriate Department request forms.

2. The conference and training are job related, certified by Department-required entities and attendance meets Department's scheduling and business operation needs.

3. The workload in the employee's unit must be such that he or she can be spared without negative impact on the unit.

4. The employee's absence will not result in overtime for the employee or others.

5. The employee's workload is current and his or her performance is standard or above.

6. The employee pays all costs connected with the conference attendance, including registration, meals, transportation and/or lodging, if any.

7. The employee agrees to provide within two (2) weeks following the conference a comprehensive report on the event through channels to Department-designated management or supervisory staff.

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

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

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

E. Attendance at conferences out of the general area will require approval under the County Travel Request Procedure and is not covered by this provision.

Section 14. Family Leave

A. General Provisions

1. Family Leave shall be granted to the extent required by law. The following provisions set forth certain of the rights and obligations with respect to 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/her job, except for leave taken for disability on 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 year of birth.

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

d. An employee's presence is needed to attend to a serious health condition of the employee's child, spouse, 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 AOCDS 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 department shall determine whether sick leave, annual leave, compensatory leave, 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 or annual leave shall be restricted to those circumstances which qualify under the provisions of Article IV., 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 in 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.

ARTICLE V 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. After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6240) regularly scheduled hours, the employee shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred twenty [120] hours per year), but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the employee's vacation accumulation account only upon completion of each pay period. No credit shall be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates County service.

C. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time County service, an employee in a regular or limited-term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred sixty [160] hours per year), under the same terms and conditions as under subsection B., above.

D. A new employee in a part-time regular or limited-term position shall earn pro rata vacation in fifty-two (52) week segments. At the conclusion of fifty-two (52) weeks of employment, the ratio of regularly scheduled hours paid to two thousand eighty (2080) shall be determined. The same ratio shall be applied to eighty (80) hours to establish the amount of vacation to be credited to the employee's account as of the conclusion of the pay period in which the fifty-two (52) week period ended. The same procedure shall be applied to each subsequent fifty-two (52) week period.

E. For employees in the Public Safety General Unit, the maximum allowable vacation credit may accrue at any one (1) time for a full-time employee shall be three hundred twenty (320) hours and a prorated amount equal to eight (8) weeks of vacation for part- time employees. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee’s vacation credit drops below the maximum allowed.

F. For employees in the Public Safety Supervisory Unit, the maximum allowable vacation credit may accrue at any one (1) time for a full-time employee shall be four hundred (400) hours and a prorated amount equal to ten (10) weeks of vacation for part- time employees. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee's vacation credit drops below the maximum allowed.

Section 2. General Provisions

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

B. Effective first day of the first full pay period following approval by the Board of Supervisors, employees in the Public Safety Supervisory Unit with Annual Leave balances and with ten (10) years of continuous full-time County service (20800 hours) may elect to use a maximum of fifty (50) Vacation hours during the fiscal year for approved time off and employees in the Public Safety General Unit with Annual Leave balances and with ten (10) years of continuous full-time County service (20800 hours) may elect to use a maximum of ninety (90) Vacation hours during the fiscal year for approved time off.

C. An Official Leave of Absence shall cause the aforementioned ten (10) years (Article V, Section 1.C and F.) of full-time County service to be postponed a number of calendar days equal to the Official Leave.

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

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

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

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

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

I. Illness while on paid vacation will be charged to Sick Leave rather than vacation only under the conditions specified in Article IV, Section 1.B.6.

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

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

L. 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 earning rates.

Section 3. Vacation Cash Out

A. Vacation Cash Out Where Employee Has No Annual Leave Balances

1. For employees with no annual leave balances in the Public Safety General unit, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to twenty (20) hours each or one (1) increment of up to forty (40) hours. Such payment shall be made upon request unless the department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible.

2. For employees with no annual leave balances in the Public Safety Supervisory unit, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to forty (40) hours each or one (1) increment of up to eighty (80) hours. Such payment shall be made upon request unless the department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible.

B. Vacation and Annual Leave Cash Out Where Employee Has Annual Leave Balances

1. An employee with annual leave balances in the Public Safety General unit shall be permitted to cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of 70 hours, if the employee has more than 250 hours of accrued vacation hours at any point in the fiscal year.

2. An employee with annual leave balances in the Public Safety Supervisory unit shall be permitted to cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of 110 hours, if the employee has more than 290 hours of accrued vacation hours at any point in the fiscal year.

C. Vacation and Annual Leave Cash Out – Compensation Earnable

Vacation and/or annual leave cash outs are compensation earnable (pensionable) as allowed by law. Employees should contact AOCDS or OCERS for further details.

ARTICLE VI ANNUAL LEAVE

The Annual Leave provisions shall apply to regular and limited term employees hired on or after July 15, 1977 and before the 2017-2021 MOU was adopted by the Board of Supervisors on January 4, 2019.

Section 1. Cessation of Annual Leave, Transition Time Period to Use Annual Leave

A. Effective January 18, 2019, employees will no longer accrue annual leave. Instead, employees will accrue sick leave and vacation time pursuant to Article IV, Section 1 and Article V, Section 1.

B. Annual Leave that has been accumulated prior to the adoption of this MOU may be retained, provided however, that an employee who needs to use sick leave or vacation must first use accrued annual leave prior to use of sick leave or vacation, until all annual leave has been taken, except for the Vacation hours that may be used pursuant to Article V, Section 2.B.

Section 2. Use of Annual Leave for Illness or Injury

A. Annual Leave may be applied to:

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

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

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

4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, grandparent, or legal ward.

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, except as to extra help employees, who will be limited to three (3) days provided they meet the requirements set forth in the Healthy Workplaces, Healthy Families Act of 2014 (Labor Code sections 245-249). 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. Absence from duty because of personal emergencies not to exceed thirty (30) annual leave hours during the fiscal year.

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

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

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

Section 3. Use of Annual Leave for Vacation

A. Calendared annual leave, including vacations, 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.

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

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

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

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

Section 4. General Provisions

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

B. An Official Leave of Absence shall cause the aforementioned ten (10) years (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 toward the required ten (10) years (Section 1.C.) of County Service, with the part-time service being applied proportionately to the appropriate full-time interval.

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

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

F. 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 annual leave earning rates.

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

H. The parties will jointly monitor and review on a regular basis, the effectiveness of the Annual Leave Plan to ensure that plan goals are met. The parties also acknowledge that in order to meet the goals of the Annual Leave Plan, refinements or changes may become necessary. If unanticipated consequences arise, the parties shall meet and attempt to mitigate those consequences. If it is found that the plan is not meeting the objectives, it may be discontinued. However, neither party shall have the right to unilaterally modify this agreement as a result of discussions prior to the expiration of the

overall Memorandum of Understanding between the parties.

Section 5. Payoff of Unused Annual Leave

A. An employee in the Public Safety General Unit with over 600 hours of accrued annual leave shall be permitted to cash out seventy (70) hours of annual leave in a fiscal year upon request.

An employee in the Public Safety General Unit with 600 or less hours of accrued annual leave shall be permitted to cash out thirty-five (35) hours of annual leave in a fiscal year upon request. The employee may cash out up to an additional thirty-five (35) hours of annual leave in a fiscal year if determined by the Agency/Department to be economically and/or operationally feasible to do so at the time of request. In no event shall an employee be paid for more than 70 hours of annual leave in a fiscal year.

An employee in the Public Safety Supervisory Unit with over 600 hours of accrued annual leave shall be permitted to cash out one-hundred and ten (110) hours of annual leave in a fiscal year upon request.

An employee in the Public Safety Supervisory Unit with 600 or less hours of accrued annual leave shall be permitted to cash out fifty-five (55) hours of annual leave in a fiscal year upon request. The employee may cash out up to an additional fifty-five (55) hours of annual leave in a fiscal year if determined by the Agency/Department.

To be economically and/or operationally feasible to do so at the time of the request. In no event shall an employee be paid for more than 110 hours of annual leave in fiscal year.

B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below.
Notwithstanding the above, any annual leave taken off during the final two (2) pay periods of employment with the County will be deducted from the annual leave payoff provisions set forth above. This provision shall not apply to the use of family leave, pregnancy leave, workers compensation leave, or other statutorily protected leave during the final two (2) pay periods of employment.

C. A Public Safety General unit employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

Years of Service	Maximum Payoff

Less than 3 years	160 hours maximum paid at 100%
3 but less than 10 years	240 hours maximum paid at 100%
10 or more years	A maximum of 1600 hours of the accrued annual leave balance has cash value. 320 hours are paid at 100%; the remaining balance, after the 320 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance.

Notwithstanding the above, no employee may receive a payoff paid at 100% that exceeds 320 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Section 1.E. If an employee has less than 320 vacation hours, the amount of annual leave hours that the employee will be paid at 100% from the annual leave accrual will be the difference between 320 and the amount of vacation hours that the employee has accrued. (Accrued vacation that is taken as time-off for purposes of retirement (See Article V, Section 2), will be considered as a payoff for purposes of this provision). Employees with 10 or more years of service will be eligible to receive pro-rated payouts at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1600 hours.

D. A Public Safety Supervisory Unit employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

Years of Service	Maximum Payoff
Less than 3 years	240 hours maximum paid at 100%
3 but less than 10 years	320 hours maximum paid at 100%

10 or more years	A maximum of 1600 hours of the accrued annual leave balance has cash value. 400 hours are paid at 100%; the remaining balance, after the 400 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance after deducted from the 1600 maximum.

Notwithstanding the above, no employee may receive a payoff paid at 100% that exceeds 400 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Section 1.F. If an employee has less than 400 vacation hours, the amount of annual leave hours that the employee will be paid at 100% from the annual leave accrual will be the difference between 400 and the amount of vacation hours that the employee has accrued. (Accrued vacation that is taken as time-off for purposes of retirement (See Article V, Section 2), will be considered as a payoff for purposes of this provision). Employees with 10 or more years of service will be eligible to receive pro-rated payouts at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1600 hours.

E. Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service shall be prorated.

An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100%. The remaining balance (up to the allowed maximum less the hours taken as time off) shall be paid in accordance with the annual leave payoff provisions above.

ARTICLE VII HOLIDAYS

Section 1. Holidays Observed

A. Except as modified below, County employees shall observe the following holidays:

2021:

Independence Day, July 5
Labor Day, September 6
Columbus Day, October 11
Veteran's Day, November 11
Thanksgiving Day, November 25
Day after Thanksgiving, November 26
Christmas Day, December 24 (Observed)
New Year's Day, December 31 (Observed)

2022:

Martin Luther King, Jr.'s Birthday, January 17
Lincoln's Birthday, February 12
Washington's Birthday, February 21
Memorial Day, May 30
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. If a holiday falls on a Saturday but is observed on the preceding Friday by the Municipal and/or Superior Courts, employees who have been designated by the County as being necessary to the operation of said courts may be allowed to observe the Court observed Friday holiday in lieu of the Saturday holiday provided such employees are given notice of their work schedule change not less than thirty (30) calendar days prior to the holiday.

C. When a holiday falls on a Sunday, the next day shall be observed as the holiday, except as noted in E. below.

D. When Christmas Day or New Year's Day fall on a Saturday, the Friday immediately preceding shall be observed as the holiday, except as noted in F. below.

E. 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.

F. When Christmas Day or New Year'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 or January 1, as part of his or her normal work schedule. In such cases the employee may, with department approval, observe the holiday on December 25 or January 1. 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 or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay. With County approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.

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

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

for the holiday.

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

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

Section 3. Holiday Pay

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

B. On each of the holidays designated above, each 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.

C. 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.

D. Compensation for Work on Holidays

1. An employee who is required to work on Columbus Day, Veteran's Day, Day after Thanksgiving, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked. Work performed on a holiday which is overtime as defined in Article I, Section 1., shall be compensated as provided in Article I, Section 2.C.1.

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 D.1. or 2. of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.

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

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 I, Section 2.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 shall be reimbursed for each mile driven in the performance of his or her duties during each monthly period as follows:

A. Except as provided below, the reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.

B. The reimbursement rate for an employee in the class of Deputy Probation Officer I, Deputy Probation Officer II Senior Deputy Probation Officer, Supervising Probation Officer, and Supervising Juvenile Correctional Officer shall be the differential rate of ten (10) cents per mile above the standard IRS mileage rate.

C. For an employee in the class of Deputy Juvenile Correctional Officer I, Deputy Juvenile Correctional Officer II and Senior Juvenile Correctional Officer, Deputy Coroner, Senior Deputy Coroner, Supervising Deputy Coroner, Park Ranger I, Park Ranger II, Supervising Park Ranger I, and Supervising Park Ranger II, who drives two-hundred fifty (250) or more miles in any calendar month in the performance of his or her duties, the reimbursement rate shall be the differential rate of ten (10) cents per mile above the standard IRS mileage rate for each mile driven that month in the performance of his or her duties.

D. Effective January 18, 2019, an employee in the Public Assistance Investigator series who is authorized to use a private automobile in the performance of duties shall be paid as follows, subject to the current Vehicle Rules and Regulations established by the Board. The per mile reimbursement rate shall be a flat rate, set at the higher of the IRS rate or the highest rate which applies to any represented employees of the County.

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

Section 2. Mileage Reimbursement – Claims Less Than $10

An employee who is required by the County to furnish a privately owned vehicle for the performance of his or her duties shall receive a minimum of ten

(10) dollars in any month in which actual mileage is incurred but the actual mileage reimbursement would otherwise be less than ten (10) dollars. Employees may be eligible for the minimum mileage reimbursement if all of the following conditions are met:

A. The employee has actually worked eighty (80) hours in the month;

B. The employee used their vehicle and has filed a claim for mileage reimbursement;

C. The department/agency has certified that the employee was required to use the employee's privately owned vehicle to perform the essential functions of the employee's job.

Section 3. Transportation Supplement – Public Assistance Investigator Series

Effective August 2020, the County shall pay a five hundred fifty ($550) dollar annual transportation expense allowance to employees in the Public Assistance Investigator series employed as of August 1 each year who are regularly required to use a private vehicle in their employment. Additionally, the County shall pay five hundred fifty ($550) dollars to employees in the Public Assistance Investigator series who drive more than six thousand (6000) miles on County business in a fiscal year. Eligible employees must submit a claim on or before August 31 of each year.

Employees in the Public Assistance Investigator series who drives their private vehicle in the performance of County duties shall be reimbursed for their insurance deductible, up to a maximum of one thousand dollars ($1,000) in the event of an on-duty vehicle accident or damage to the vehicle.

In order to receive reimbursement, the employee shall provide to the department sufficient proof of the insurance deductible amount, a copy of the police crime or accident report or a memo if no report is applicable, and a receipt showing the deductible amount was paid by the employee before reimbursement will be made to the employee.

Should the employee receive future reimbursement of the deductible amount from another source, it shall be the responsibility of the employee to return the amount previously reimbursed to the Department.

Section 4. 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 5. Boots

Employees in the below listed classes who are required to furnish their own safety work boots shall be eligible for reimbursement up to a maximum of three hundred ($300) dollars per fiscal year.

Park Ranger I
Park Ranger II
Supervising Park Ranger I
Supervising Park Ranger II

Section 6. Educational and Professional Reimbursement

A. Objective

The Educational and Professional Reimbursement Program is designed to encourage employees to continue their professional development through a variety of opportunities. In order to qualify for the program, one or more of the following criteria must be met:

- Related to the work of the employee's position or occupation
- Prepares the employee to transition to an alternate County occupation
- Prepares the employee for advancement to positions of greater responsibility in the County

In addition, items eligible for reimbursement must have the reasonable potential for contributing to achieving County business objectives.

B. Eligible Employees

All regular full-time, part-time, limited-term, and probationary employees performing their jobs satisfactorily are eligible for reimbursement.

C. Reimbursement Eligibility

1. The following are eligible for reimbursement:

a. Courses related to obtaining a degree (AA, BA, BS, Masters, Ph.D.)

b. Accredited certificate programs

c. Vocational skills program

d. Courses related to obtaining or maintaining business related certifications, licenses, or accreditation

e. Courses related to preparing to take tests to obtain business related certifications, licenses, or accreditation

f. Professional conferences, conventions, and seminars that are related to business objectives

g. Fees related to obtaining and/or renewing a license, including special drivers' licenses

h. Fees related to certifications or accreditations

i. Fees related to taking professional examinations

j. Professional association membership fees

2. In general, any courses taken through the program must be taken on employee time. However, at the discretion of the Department Head or designee, a course may be taken on County time when it specifically meets a business need, and is not available during the employee's non-work hours.

3. Courses are not eligible for reimbursement if they:

a. Are taken to bring unsatisfactory performance up to an acceptable level;

b. Are taken to acquire skills or knowledge which the employee was deemed to have when appointed;

c. Duplicate available in-service training; and/or

d. Duplicate training which the employee has already had.

D. Nature of Reimbursement

1. Reimbursement may be made for all required fees, registration, and other costs related directly to the approved educational or professional expense. This may include, but is not limited to, books, class materials, lab fees, testing fees, parking, and processing fees.

2. Expenses for travel, meals, and lodging are not reimbursable, however, the Department Head or designee may authorize payment for these items when it meets their business needs and is budgeted in their travel expense budget.

3. For degree programs, reimbursement shall be made to the employee upon completion of the course with a minimum final grade of C or its equivalent in an undergraduate course, or B or its equivalent in a graduate level course.

4. Reimbursement for non-graded courses shall be made upon completion of an approved course and proof of payment.

5. Public Service Institute (PSI) courses are not eligible for reimbursement.

6. If an employee is receiving reimbursement for another source that covers a portion of the costs, the County will only pay the remaining amount, after other reimbursements are exhausted.

7. The maximum reimbursement that may be received by eligible employees in one fiscal year shall be $10,000.

E. Request Procedure

1. The employee shall apply for approval of reimbursement through normal supervisory channels on forms provided by Department.

2. The employee's Agency/Department Head shall either approve the application or deny it based on the criteria set forth in this policy.

3. Upon completion of an approved course, or payment of fees for approved memberships, licenses, certifications, or accreditations, the employee shall furnish proof of payment, and proof of grade (where applicable) to the Agency/Department Head as soon as possible.

4. Upon approval by the Agency/Department Head, the Auditor Controller shall issue a warrant to the employee for reimbursement.

ARTICLE IX DISCIPLINARY ACTION

Section 1. Reprimand and Substandard Performance Evaluation

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

B. A written reprimand or substandard performance evaluation (i.e., a rating of "Does Not Meet Objectives") given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

Section 2. Emergency Suspensions of Five Days or Less

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

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

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

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

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

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

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

1. a description of the proposed action and its effective date(s);

2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;

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

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

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

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

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

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

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

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

F. An employee shall receive written notice either sustaining, modifying or cancelling a proposed suspension or reduction prior to the effective date of such action except that such written notice may be given after the imposition of suspensions pursuant to Section 2., above.

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

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

Section 4. Suspension

A. No regular, limited-term or probationary employee shall be suspended

except for reasonable cause.

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

C. In accordance with the provisions of 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 5. Reduction

A. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability 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 for reasons of unsatisfactory performance or physical disability shall be initiated at the Step 2 of the grievance/appeal procedure; except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

Section 6. Discharge and Right of Appeal

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

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

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

Section 7. Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to

take, 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.

Section 8. Investigatory Meetings

A. Employees covered under the Public Safety Officers Procedural Bill of Rights Act (Cal. Government Code § 3300 et. sec.) are entitled to rights at the investigatory meeting to the extent required under that statute.

B. An employee in the Deputy Coroner series who is required to attend an investigatory meeting shall receive advance notice of such meeting. Such notice shall include:

1. A statement of the reasons for such meeting, including the subject matter and the fact that the meeting could lead to discipline, and

2. A statement of the employee's right to representation.

C. For employees in the Deputy Coroner series, all investigatory meetings shall be scheduled to allow an employee a reasonable opportunity to obtain representation. Whenever practicable, such notice shall be given at least three (3) working days prior to the meeting.

D. An employee may represent himself or herself or may be represented by AOCDS in an investigatory meeting. An employee in the Deputy Coroner series is not entitled to be represented by privately retained counsel at the meeting.

ARTICLE X GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1. Scope of Grievances

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

B. Specifically excluded from the scope of grievances are:

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

2. matters which have other means of appeal;

3. position classification;

4. a performance evaluation rating of “Meets Performance Objectives” or better.

Section 2. Basic Rules

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

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

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

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

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

F. Every reasonable effort shall be made by the employee and the County to resolve a grievance/appeal at the lowest possible step in the grievance/appeal procedure.

G. No claim shall be granted for retroactive adjustment of any grievance prior to sixty (60) calendar days from the date of filing the written grievance.

H. In order to encourage frank discussion and compromise in attempting to resolve grievances and other labor disputes, the County and AOCDS agree that the files of the respective parties concerning such matters shall be confidential, except that this shall not restrict any access that either party might otherwise have to the other's files.

I. If, within three hundred sixty-five (365) days of the initial request for a grievance/appeal, the County and AOCDS have not yet calendared the final applicable step in the grievance/appeal process, including arbitration if applicable, the grievance is considered withdrawn and resolved. This three hundred sixty-five (365) day time limitation applies to any and all types of grievances, including, but not limited to, disciplinary appeals. It also applies to the calendaring of any and all arbitrations, regardless of whether arbitration is the final step or the only appeal in the grievance/ appeal process. The final step in the grievance/appeal process and arbitration need not actually occur within the three hundred sixty-five (365) day window, provided they are timely calendared as required herein.

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. To be considered a grievant in a group grievance, each employee must be individually identified as a grievant when the grievance is submitted at Step 1.

Section 4. Electronic Submission of Grievances

A. AOCDS and its authorized representatives may electronically submit grievances and appeals on behalf of its members.

B. All grievances and appeals shall be submitted on County-designated forms via email to the County's Employee & Labor Relations office at the designated email address provided by the Director of Employee & Labor Relations. A courtesy copy should be electronically submitted to the applicable Department HR Manager.

C. AOCDS shall submit grievances and appeals on the County's grievance form along with any attachments. All documents and attachments corresponding to the grievance should be in the same email submission. If AOCDS submits the grievance documentation from an AOCDS staff representative or on their behalf from an AOCDS-authorized staff member using an official AOCDS email account, no signature on the form itself shall be required. AOCDS and the County agree that alternative forms of electronic signature from AOCDS-authorized representatives are acceptable.

D. AOCDS shall redact or remove any non-essential sensitive personally identifiable information and personal health information before making an electronic submission to the County. Examples include: full date of birth, full social security numbers, full taxpayer-identification number, full credit card or debit numbers, driver's license numbers, and the full names of clients or minors. AOCDS should substitute non-sensitive and de-identified placeholders (e.g., initials of minors) if needed to make a document(s) more understandable. AOCDS should note whether e-filed documents are not in a native format due to redactions or modifications on the grievance form or attachment(s).

E. AOCDS submissions will be considered timely filed if the County's email system time stamp reflects that the entire document, in compliance with this Agreement, was received before 11:59 p.m., Pacific Time Zone on the due date prescribed by the applicable Memorandum of Understanding. After 11:59 p.m. on the due date is considered the beginning of the next day.

F. Generally, the County will not excuse an untimely filing due to technical difficulties, e.g., (a) problems with a user's internet service provider, telephone lines, hardware, or software; or (b) rejection of a document because it contains a virus.

G. AOCDS may submit the grievance in person at Human Resource Services (HRS) Reception (currently at the Hall of Administration at 333 W. Santa Ana Blvd, Santa Ana) only during HRS' normal business hours. In-person documents must be filed before close of business on the due date.

H. The County shall send AOCDS a confirmation e-mail message referencing receipt of the grievance or appeal submission. AOCDS should contact Employee & Labor Relations if such receipt is not received within 2 business days of submission.

Section 5. Employee Representation

A. An employee may represent himself or herself or may be represented by AOCDS in the formal grievance/appeal procedure. AOCDS members are not entitled to be represented by privately retained counsel during the grievance process or arbitration hearing.

B. If an employee chooses not to be represented by AOCDS, AOCDS may have a representative present at Step 2 of the grievance/appeal procedure and/or arbitration and, if necessary, shall have the right to present AOCDS's interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance. The decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and AOCDS.

Section 6. Time Off for Processing Grievances/Appeals

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

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

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

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

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

2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work if his or her supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant/appellant or representative is employed.

However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:

   a. the representative checks in and checks out with the supervisor of the unit; and
   b. such investigation does not unduly interfere with the work of the unit.

Section 7. 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 8. 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: Agency/Department Head

An employee may formally submit a grievance to the agency/department head 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, agency/department head or his or her designee(s) shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The County shall, whenever practicable, notify the grievant if more than one (1) management representative shall attend the Step 1 grievance meeting.

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 rating of "Does Not Meet Objectives;"

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

d. a written reprimand; or

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 the 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.

Section 9. Referrals to Arbitration

A. Grievances

1. If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. Within 30 days of the submission of the arbitration request, the arbitration hearing date shall be calendared, unless the parties agree to extend the time allowed for calendaring. If mediation is going to be held and the grievance is not settled through the mediation process, the arbitration hearing date shall be calendared within 30 days of the mediation, unless the parties agree to extend the time allowed for calendaring. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance, subject to Section 2(I) above

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

B. Disciplinary Appeals

1. Submission Procedure

a. If an appeal from suspension or reduction is not settled at Step 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 an employee or by a representative of AOCDS and shall be submitted in writing.

d. The issues in all disciplinary appeals shall be: Was (employee's name) suspended/reduced/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article ~~I~~X, Section 9. of the MOU?

e. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Chief Human Resources Officer, an arbitrator shall hear the appeal.

2. Findings of Facts and Remedies

a. Findings of Facts

An arbitrator's decision shall set forth the findings 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 - All Disciplinary Actions (Other than Discharge)

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 employee shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.

c. Remedies - Discharges

1. 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.
2. 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.

3. Restoration of pay and benefits shall be subject to reimbursement of all unemployment insurance and additional 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 III, Section 1.C.3. shall be as follows and shall be submitted consistent with Section 8.A., above.

a. Was the probationary release of (employee's name) in whole or in part the result of discrimination in violation of Article XVII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and AOCDS?

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

2. Findings of Facts and Remedies

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

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

1. The probationary release may be sustained.

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

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

D. General Provisions

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

2. The cost of a court reporter shall be shared equally in all cases by the County and the appealing party except when the appealing party alleges discrimination under Article XVIII, in which case the County shall bear the full cost. When the grievance involves both discrimination and other arbitrable issues, the proper division of costs shall be based on D.1. above.

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 two (2) days unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The

two (2) 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.

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.

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

11. The parties agree to forego the use of briefs and transcripts whenever practicable, except that any party may opt to file a closing brief in lieu of an oral closing argument. The parties agree to, whenever practicable, forgo the use of a court reporter in arbitrations resulting from a suspension.

12. The decision of the arbitrator shall be final and binding on all parties.

13. As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may mutually agree to submit a grievance/appeal to mediation. A request for mediation may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. A request for mediation will automatically suspend the normal processing of a grievance until the mediation process is completed or the request is denied. The County shall respond to a request for mediation within thirty (30) calendar days. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal, considered advisory and shall not be admissible evidence in any arbitration that should follow. Within seven (7) calendar days after completion of the mediation process or denial of a request for mediation, an arbitration request may be filed pursuant to Section 8.A. or B., above.

ARTICLE XI LAYOFF PROCEDURE

Section 1. General Provisions

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

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

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 makes such an offer in writing to the employee.

Section 2. Order of Layoff

A. When a reduction in the work force is necessary, employees in regular positions and those occupying limited-term positions at the direction of their 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.

B. Layoffs shall be made by class within the 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 the department.

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

Employment Status	Layoff Order
First - Temporary Promotion	Determined by Department
Second - New Probationary	Determined by Department
Third - Regular/Promotional Probationary	Layoff Points

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

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

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

Section 3. Computation of Layoff Points

Seniority Points:

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

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

Demerit Points:

For a rating of “Does Not Meet Objectives” on the last “Performance Evaluation Report,” for the class currently held by the employee, the employee shall earn two-hundred sixty (260) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be applied to an

employee seeking to enter a lower class through voluntary reduction in lieu of layoff.

Layoff Points:

Layoff points shall be computed by subtracting demerit points, if any, from seniority points.

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 regularly scheduled day of work following actual receipt of the notice to notify their department in writing of their intent to exercise rights under this Section.

Employees whose third regularly scheduled day of work is more than three (3) calendar days after receipt of the notice shall have three (3) calendar days, excluding weekends and holidays, to notify their department of their intent to exercise rights under this Section;

and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

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

3. Failure by an employee to respond to his or her department pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class and that the employee's hire date stated in the layoff notice was correct.

4. No employee action or inaction referred to in this Section shall be considered a waiver of an employee's right to file grievances concerning any matter within the scope of the grievance procedure.

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

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

Section 7. Reemployment Lists

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

1. Persons Laid Off

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

2. Persons Who Exercise Their Rights Under Section 5.

The names of persons who exercise their rights under Section 5. shall be placed on 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.

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 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 the 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 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 in the Public Safety General Unit 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 AOCDS and affected employees upon reasonable request.

Section 8. Status on Reemployment

A. An employee who has been laid off under the provisions of this Article and is subsequently reemployed in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:

1. All sick leave and annual leave credited to the employee's account when laid off or unpaid annual leave 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 III, Sections 1.B.1. and 1.B.2. 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 is subsequently reemployed, within a two (2) year period from the date of reduction, in a regular or limited-term position in the class from which the employee reduced shall receive the following considerations:

1. The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay, or at the step on the salary range closest to, but which does not exceed, the employee's salary in the lower class, whichever is higher.

2. The merit increase eligibility date shall be reestablished as determined by the Chief Human Resources Officer.

3. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.

C. An employee who is voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a class higher than the one from which the employee was reduced shall receive the following considerations:

1. The employee shall be deemed returned to the class from which the employee had been reduced as provided in B., above.

2. The employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.

ARTICLE XII ON-THE-JOB INJURY, WORKERS' COMPENSATION

Section 1. Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of County employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code Section 4600 et seq

Section 2. Disability Payments and Leave

Whenever an eligible 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 be placed on Workers' Compensation Leave. Employees shall receive compensation provided by or equal to California Labor Code Section 4850 (see Section 3 below) or Workers' Compensation Supplement Pay (see Section 4 below).

Section 3. 4850 Rate of Pay

The following classifications shall be compensated for the time period and rate provided by or equal to California Labor Code Section 4850:

6005GS Deputy Coroner
6007GS Senior Deputy Coroner
6550GS Public Assistance Investigator
7400PS Deputy Juvenile Correctional Officer I
7401PS Deputy Juvenile Correctional Officer II
7402PS Senior Juvenile Correctional Officer
7405PS Deputy Probation Officer I
7408PS Deputy Probation Officer II
7409PS Senior Deputy Probation Officer

6011GM Supervising Deputy Coroner
6551GM Supervising Public Assistance Investigator
7403PM Supervising Juvenile Correctional Officer
7413PM Supervising Probation Officer

Section 4. Workers' Compensation Supplement Pay

A. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment,

eligible employees in the following classifications shall receive workers' compensation supplement pay which, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year including holidays:

3034GS Park Ranger I
3035GS Park Ranger II
6548GS Public Assistance Investigator Trainee

3036GM Supervising Park Ranger I
3037GM Supervising Park Ranger II

B. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued sick leave, compensatory time, annual leave and/or vacation, in that order.

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

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

E. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.

F. Nothing in this provision shall be construed as waiving any right to greater benefits which may be available pursuant to Labor Code Section 4850.

Section 5. Use of Leave Balances After Exhaustion of 4850 Pay or Workers Compensation Supplement Pay

When an employee is no longer entitled to receive workers' compensation supplement pay (see Section 3) or 4850 Rate of Pay (see Section 4), the employee may, at his or her option, use annual leave, sick leave, compensatory time, and vacation, in that order, if the employee is compelled to be absent from duty as set forth in Paragraph A., above. If an employee uses such leave balances while receiving workers' compensation temporary disability benefits, only annual leave, sick leave, compensatory time or vacation leave balances used shall be counted toward the calculation of County seniority and determination of sick leave and vacation earning rates.

Section 6. 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.

Section 7. Notification of Injuries in the Line of Duty

The County will notify AOCDS of Cal/OSHA-recordable fatalities, injuries, and illnesses as soon as practically possible under the circumstances. The notification will include the individual's name, the date of the injury, the type of injury, and the facility, department or division where the injury occurred.

If the injured individual is a "privacy concern case," as defined by 8 C.C.R. Section 14300.29, then the notification will include a statement that the injured individual is a privacy concern case, as well as the date of the injury, the type of injury, and the facility, department or division where the injury occurred.

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 AOCDS 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. AOCDS shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.

C. Any employee who either does not receive an answer to a safety-related question from his or her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the County Safety Officer.

D. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Safety Officer. During the period that the Safety Officer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Officer concludes the task complained of is safe, the employee shall perform the work as instructed.

E. The County shall furnish all equipment which is necessary for employees to perform their job in a safe manner.

F. Wherever practicable, the County shall provide the necessary first aid kits in each location.

G. Wherever practicable, the County shall provide first aid training for one (1) employee at each new work location.

Section 2. Safety Inspection

During inspection of County facilities conducted by the State Division of Occupational Safety and Health for the purpose of determining compliance with the California OSHA requirements, an AOCDS 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 AOCDS to meet at least once a month, upon request, with a County designated supervisor or manager for each County facility to discuss matters affecting employee health and safety.

B. The number of Safety Representatives at each facility shall be determined as follows:

1. For facilities with fewer than one hundred (100) Bargaining Unit employees, one (1) Safety Representative may be selected.

2. For facilities with one hundred (100) or more Bargaining Unit employees, one (1) Safety Representative may be selected for each one hundred (100) Bargaining Unit employees or for each fraction thereof.

C. A Safety Representative who has received a safety or health complaint shall be given reasonable time off without loss of pay to gather appropriate information on such complaint provided that:

1. The Safety Representative obtains permission from his or her supervisor prior to performing such work and reports back to the supervisor when the work is completed.

2. The Safety Representative shall not leave his or her job to perform such work unless his or her supervisor determines that the employee's absence will not unduly interfere with the work of the unit in which the employee is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized Safety Representative must go into another section or unit to gather information regarding a safety or health complaint, the Safety Representative shall be permitted to do so provided that:

a. the Safety Representative checks in and checks out with the supervisor of the unit; 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. If the complaint is not resolved, a grievance may be filed at Step 2 of the grievance procedure

ARTICLE XIV UNIFORMS AND SPECIAL EQUIPMENT

A. The County will continue the current system of providing clothing, uniforms, and special equipment for all groups of employees in the Units who are currently provided such items.

B. The County and AOCDS will establish a working group to review the issue of required uniforms for classifications in the Probation Department. The working group will commence its work within 45 days of the adoption of the 2021 MOU. The working group will strive to complete its work, including making recommendations to the Chief Probation Officer, no later than 180 days after commencement. Any proposed changes resulting from this review will be at the sole discretion of the Chief Probation Officer.

   The working group may continue to work on required uniform issues in the Probation Department after the 225 days has passed upon agreement of both parties.

ARTICLE XV AOCDS AND EMPLOYEE RIGHTS

Section 1. Employee Rights

The County shall not hinder or discipline an employee for exercising any rights or benefits provided in the Memorandum of Understanding.

Section 2. Payroll Deduction

A. Membership dues of AOCDS members in this Representation Unit and insurance premiums for such AOCDS sponsored insurance programs as may be approved by the Board of Supervisors shall be deducted by the County from the pay warrants of such members. The County shall promptly transmit the dues and insurance premiums so deducted to AOCDS.

B. AOCDS shall notify the County, in writing, as to the amount of dues uniformly required of all members of AOCDS 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 AOCDS with a listing of all current employees in this Unit. Such file shall include employee name, job classification, agency/department, timekeeping location, salary range and step. The County shall also provide AOCDS with any other information needed pursuant to Article XX, Section 5. AOCDS agrees to pay all costs necessary to providing such lists.

Section 4. Use of Bulletin Boards

Space shall be made available to AOCDS on departmental bulletin boards within the Representation Unit provided such use does not interfere with the needs of the department and material posted is not derogatory to the County, County employees or other employee organizations. Notice shall be dated and signed by the authorized representatives of AOCDS responsible for its issuance.

Section 5. Use of County Facilities

AOCDS may, with the approval of the Chief Human Resources Officer , 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.

ARTICLE XVI MEMBERSHIP FEE COLLECTION

Section 1. Dues/Service Fee

A. Each employee in the Representation Unit hired by the County on or after June 1, 2018, must make an affirmative election in order to, become a member of AOCDS. AOCDS must notify the County in writing of any new employee that joins.

B. The County shall rely on the notification of new membership and election of dues deductions supplied by AOCDS. AOCDS will indemnify the County from any claim of wrongful deduction made by an employee based on the County's reliance on the notice provided.

C. Pursuant to the notification provided by AOCDS in Section 1. A. and B. above, the County will deduct the amount of dues and service fees as determined by AOCDS and any change shall be implemented by the County in the first pay period which commences thirty (30) days after written notice of the change is received by the Chief Human Resources Officer.

D. AOCDS must notify the County of any employee requesting to be removed from AOCDS membership within a reasonable period of time. AOCDS will indemnify the County from any claim that fees were wrongfully collected as the results of its failure to notify the County of membership changes.

E. The forgoing is to reflect the parties understanding of its rights, responsibilities, and duties under the following statutes:

Government Code Sections 1152, 1157.3, 1157.12 and SB 866.

The parties reserve all rights it may have under these statutes.

Section 2. Management Responsibilities

A. Payroll Deductions

The County shall deduct the dues or service fee from twenty-six (26) bi-weekly pay warrants of each covered employee in the Representation Unit. All dues and service fees deducted hereunder shall be promptly transmitted by the County to AOCDS.

B. Notification of Change of Status

The County shall notify AOCDS promptly of any employee who, because

of a change in employment status, is no longer a member of the Representation Unit or subject to the provisions of this Article.

ARTICLE XVII MANAGEMENT RIGHTS

The County retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law. Such rights shall include, by way of example but not limitation, the right to manage the County and direct the work force, including the right to hire, select, discipline, transfer and assign work. Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.

ARTICLE XVIII NONDISCRIMINATION

Section 1.

The County and the Association of Orange County Deputy Sheriffs 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.

AOCDS shall not discriminate in membership or representation as required by state and federal law.

ARTICLE XIX POSITION CLASSIFICATION

Section 1. The Establishment of New Classes

The County will provide AOCDS an information copy of the new class specification for any proposed class relevant to this Bargaining Unit. The County agrees to meet and confer with AOCDS in an attempt to reach agreement on the salary range and probation period for any such proposed class before submitting the class to the Board of Supervisors for adoption.

Section 2. Reclassification of a Position

A. Sections 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 to the appropriate class. Classification Maintenance Reviews are excluded from the provisions of Sections 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.

C. By mutual agreement, the County may contract with a consultant to carry out Classification Maintenance Reviews. Provisions of Section 5. will apply.

Section 3. 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, denial of request or forwarding of the request to Human Resource Services with a recommendation that a classification study be conducted.

a. 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 AOCDS for consideration.

b. If Human Resource Services studies a position at the employee's request as provided above and the employee does not agree with the County's decision, the employee may submit the request to AOCDS.

Step 3: After receiving an employee request for study, AOCDS may request in writing that Human Resource Services conduct a classification study of the position or refer the matter to a consultant, as provided in Step 4. Such requests are to be timely.

Step 4: 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.

a. If the study is justified and the request is made under Step 2.A., the employee shall be given a Position Description Form within fifteen (15) days. Within one hundred twenty (120) calendar days after Human Resource Services receives the completed Position Description Form, Human Resource Services shall notify AOCDS of the appropriate classification of the position.

b. If the study is justified, and the request is made under Step 2.B., Human Resource Services shall complete the study in thirty (30) days and communicate the results to AOCDS. If the study is not completed within thirty (30) days, upon request of AOCDS the matter shall be referred to a consultant under the provisions of Section 5. of this Article.

c. If the study is not justified, the County shall notify AOCDS within fifteen (15) days. AOCDS may accept the County position that the study is not justified or may request a consultant review as provided in Section 5.

Section 4. Limitations on Concurrent Studies

A. The County shall not be required to initiate a study if the total number of positions currently requested by AOCDS for reclassification studies plus the new request exceeds twenty-five (25) positions.

B. The numerical 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.

C. In the event of a major layoff of County employees, all time limits in Section 3. of this Article shall be extended forty-five (45) days.

Section 5. Review of Disputed Position Classification Decisions

A. If the County does not respond at the end of the appropriate time period as specified in Section 3., Step 4 of this Article or AOCDS does not agree with a position classification decision of the County after the steps in Section 2. or 3. of this Article have been followed, the issue may be presented to a classification consultant for advisory review. Other provisions notwithstanding, no more than fifty (50) positions may be referred to a consultant per fiscal year except that any maintenance study done by a consultant shall not be included.

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 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 4 of the procedure described in Section 3., 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 AOCDS members. The cost of the consultant shall be shared equally by the County and AOCDS.

Section 6. Classification Review

During the term of the 2021 MOU, the County agrees to review the following classification series:

- Review of the Deputy Coroner occupational series classification structure and classification specifications for potential updates to Special Requirements section and review of the hazard pay. The review shall commence its work within 120 days of adoption of the 2021 MOU. Human Resource Services will

strive to complete its review no later than 180 days after commencement of the study.

- Conduct classification and market study for the Public Assistance Investigator occupational series classification specifications to determine if classes are appropriately structured. The review shall commence its work within 120 days of adoption of the 2021 MOU. Human Resource Services will strive to complete its review no later than 180 days after commencement of the study.
- Conduct a review of changes to the regular duties of and population served by the Deputy Juvenile Correctional Officer series to determine if classes are appropriately structured and/or titled. The review shall commence its work within 210 days of adoption of the 2021 MOU. Human Resource Services will strive to complete its review no later than 180 days after commencement of the study.
- Conduct classification and market study for the Park Ranger occupational series. The study will review internal equity for comparable classifications in OC Parks as well as a review of the external markets of the surrounding jurisdictions. The review shall commence its work within 120 days of adoption of the 2021 MOU. Human Resource Services will strive to complete its review no later than 180 days after commencement of the study.

Any proposed changes resulting from these classification reviews will be at the sole discretion of the County and in accordance with the Personnel and Salary Resolution.

ARTICLE XX INSURANCE

Section 1. Medical Insurance

A. Effective January 1, 2020, all active employees in these Representative Units will be enrolled in AOCDS medical benefit plans which shall provide medical benefits similar to those offered by the County.

B. 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 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.

C. Employees retiring on or after January 4, 2019 shall be enrolled in the AOCDS Medical Trust. The effective date of enrollment shall be either the first day of the month following January 4, 2019or the first of the month following retirement, whichever is later. Employees retiring before January 4, 2019 shall remain enrolled in County-offered health plans.

Section 2. Medical Insurance Contribution

A. Effective the first payday in December 2019 (Pay Period 25 – December 13, 2019) the County shall contribute a composite rate of $1,395 per month for each full-time enrolled, regular, limited-term, and probationary employee on paid status in this unit, except as noted in C, D, E, F, and G below.

For employees hired on or after December 2, 2019, the County contributions will be effective for the first day of the month following the date of employment or of the insurance start date, whichever is earlier.

B. Effective July 1, 2022 the County shall contribute a composite rate of $1,591 per month for each full-time enrolled, regular, limited-term, and probationary employee on paid status in this unit, except as noted in C, D, E, F, and G below.

AOCDS agrees not to reduce employees/participants payroll deductions

on or before June 29, 2023, unless monthly premiums are reduced by the health plan vendor at renewal. AOCDS will give reasonable notice and provide notification from health plan vendors to the County documenting any reduction in premiums by health plan vendors. In addition, AOCDS agrees not to give a rate/premium holiday to employees/participants on or before June 29, 2023. A rate/premium holiday means a month-over-month elimination of the payroll deduction.

C. The County's medical insurance contribution for a part-time employee whose normal workweek consists of at least twenty (20) hours shall be one half (1/2) the rate for a full-time employee. No contribution shall be made for an employee whose normal assigned hours are reduced to less than twenty (20) hours in a full workweek.

D. The County shall contribute one half share of the monthly medical insurance contribution for enrolled employees, prorated over twenty-six (26) pay periods each year. The amount of the contribution each month will be based on the number of pay periods in that month. The contributions shall be determined by counting any employee in a paid status during some portion of the pay period.

E. The County shall contribute the actual costs of coverage for Employee Married to Employee. For two employees to be eligible for enrollment in this status, they must both be working full-time, be enrolled in one health plan, and one employee must enroll as a subscriber and the other as a dependent, and abide by all terms and conditions of the EME Program. The County shall contribute to the AOCDS trust fund when the subscriber is a member of one of these representation units.

F. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 1 and applicable law, the County shall continue to make medical insurance contributions as described in A., B., C., and D., above.

G. 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 make medical insurance contributions as provided in A, B, C, D, and E above, to the extent required by applicable law.

Section 3. AOCDS Medical Benefits Insurance Trust (“Trust”)

Where the requirements in this section are the same in this MOU and the Peace Officer Unit and Supervising Peace Officer Unit MOU, the intent is to only create one obligation regarding these requirements.

A. The Trust shall provide medical benefits similar to those offered by the County. The plans shall include at least one PPO or POS and one HMO option. The parties agree that the County has no interest in Trust assets, including Trust reserves.

B. 1. AOCDS shall maintain a medical insurance trust for the sole purpose of providing medical insurance benefits, which can include medical prescriptions and/or vision care, for employees and retirees in the AOCDS representation units and other agreed upon units or groups. Said trust fund shall be administered by trustee(s) designated by AOCDS. Funds in said trust shall not be co-mingled with AOCDS funds. AOCDS employees and their dependents and retired AOCDS employees and their beneficiaries may participate in the Trust subject to the same eligibility requirements as County participants in Section -3.I. AOCDS as the employer and its employees and its retirees shall collectively contribute into the Trust for the full cost of their medical benefits, and no County contributions shall be used towards their premiums or administrative fees. AOCDS shall defend, indemnify, and hold the County harmless from any claims or legal actions arising out of the participation in the Trust of AOCDS employees or their dependents or retired AOCDS employees or their dependents or beneficiaries. It is intended that the administration of the trust shall survive the expiration of this agreement or loss of representation status by AOCDS.

2. Insurance coverages provided through the Trust with monies contributed by the County shall be made available by AOCDS to all employees in the representation units and retirees of the representation units on an equal basis regardless of membership status.

3. Monthly premiums for all participating retirees including retired AOCDS employees, dependents and beneficiaries must be at least ten (10) percent higher than the active employee premiums.

4. The Trust shall operate their insurance programs in accordance with applicable State and/or Federal laws and regulations related to the administration of the Trust. By October 31st of each year, the Board of Trustees of the Trust shall provide the County with correspondence verifying their compliance with applicable law.

5. The Board of Trustees of the AOCDS Medical Benefits Trust shall annually provide to the County with the following for active and retiree participants:

a. A side-by-side comparison of the plan names used by the insurers and the plan names used by the Trust;

b. The Summary of Benefits Coverage (SBC) for each plan offered to active employees and retirees;

c. Summary of enrollment by active employees and retirees by plan and by tier;

d. The actual monthly premiums charged by the health plan carrier detailed by active employees, retirees, and Medicare-eligible retirees; and

e. The actual Grant amounts paid towards the retiree health plan premiums and Medicare part “B” reimbursements.

6. The Trust shall operate with adequate internal controls and accounting practices, and shall have written policies and procedures. This includes a documented anti-fraud program and disaster recovery program.

7. The parties acknowledge that the Board of Trustees may negotiate with health insurers for a Premium Stabilization Reserve (“PSR”) or similar program held by the insurer with the goal of smoothing exposure to claims, risk and utilization fluctuations in a manner relative to the actual experience of the blended pool. The PSR is used by the insurer to reduce the volatility of risk in plan costs from year to year. Any disbursement(s) determined by the Board of Trustees from the PSR fund shall return to the Trust. Upon termination with the insurer any balance in the PSR will be returned to the Trust pursuant to the contractual agreement with the insurer.

C. Annually the Board of Trustees and the County shall obtain a certified financial statement audit of the Trust. See auditor selection in Section3.G. The audit of the Trust shall be conducted in accordance with generally accepted auditing standards as determined by the auditor. Contained in the audit report will be the CPA’s independent opinion as to whether the financial statements are in conformity with generally accepted accounting principles. The report shall be provided simultaneously to the Trust and the County no later than December 1st of each year or as soon thereafter as is reasonably feasible to both parties.

1. The audited Statement of Changes in Net Assets Available for Benefits shall contain separate line items for each of the following items:

a. County Contributions for Active Participants;
b. County Contributions for Retiree Grants;

c. Participant Contributions made by County employees;

d. Participant Contributions made by County retirees;

e. Participant Contributions made by County COBRA participants;

f. Total Contributions Made By AOCDS for AOCDS Active Participants, AOCDS COBRA Participants, and AOCDS Retirees;

g. Group Insurance Premiums Paid for County Active Participants;

h. Group Insurance Premiums Paid for County Retiree Participants;

i. Group Insurance Premiums Paid for County COBRA Participants, and

j. Group Insurance Premiums Paid by AOCDS for AOCDS Active Participants, AOCDS COBRA Participants, and AOCDS Retirees.

2. The CPA shall communicate in writing to the Trust and the County any significant matters which come to their attention during the audit of the Trust, such as material weaknesses and significant deficiencies in design or operation of internal controls, illegal acts, or significant fraud risks.

3. For any significant matters and internal control deficiencies identified by the CPA, the Trust should provide the County with a status of the corrective actions taken to address the findings every six months until the findings have been fully addressed by the Trust.

D. The auditor selected to perform the joint financial statement audit in Section 3.C shall during the same period as the financial statement audit perform the following agreed upon procedures in accordance with applicable AICPA (American Institute of Certified Public Accountants) standards (standards are determined by the auditor) and shall issue a report on the procedures at or near the time the financial statement audit report is issued. The procedures shall be performed for the same plan year as the plan year audited in Section 3.C and agreed upon jointly by the Trust and the County prior to the start of the audit.

1. Confirm that retiree premiums set by the health plan carriers are at least ten (10) percent higher than active employee premiums paid during the plan year;

2. Confirm that retiree Grant amounts are only being used for the medical trust premiums or Medicare part “B” premiums and are not being used to offset any other costs and are not being used for any other purpose during the plan year;

3. Confirm that medical premiums paid during the plan year for AOCDS employees, AOCDS COBRA participants, and AOCDS retirees, their dependents, and beneficiaries are 100% funded by contributions made by AOCDS and its employees, COBRA participants, and retirees. Confirm that during the plan year no County contributions were used to pay the cost of premiums or administrative fees.

4. Confirm that direct and indirect costs incurred during the plan year by AOCDS are allocated in a reasonable manner to the Trust.

5. The auditor shall use at a minimum a sample size of 45 and a sample selection from at least one month of each quarter of the audited year.

E. The parties understand that the trust reserves are assets, inclusive of the balance in any PSR, and may act as a Stabilization Reserve for trust participants. The trust reserves are an accumulation of money participants have contributed to the Trust for the purpose of but not limited to paying toward costs of premiums, administrative costs, and trust reserves. It serves as a hedge against unfavorable claim fluctuations and helps smooth higher than anticipated premium cost increases for trust participants. It may also be used to assist with payment toward premiums for trust participants in the periods between increases in County contributions, to make modifications to the health plan that are in the interests of trust participants or unexpected cost increases due to ACA mandatory changes that may increase premiums in a contract year, and to enable consideration of new health care delivery formats. Trust reserves are necessary to enable the Trust to pay off any deficit of any premium stabilization fund with an insurer, when the Trustees consider it beneficial to change insurers.

During the term of this MOU, the Trust shall have an actuarial study prepared at the end of plan year June 30, 2022 to determine the appropriate level of trust reserves. A copy of the final report shall be provided to the County no later than January 31, 2023.

F. The Trust shall every three years beginning with the Trust plan year ending June 30, 2020 have a report prepared by an independent certified public accountant selected by the Trust and who shall not be the same auditor performing the joint audit under Section 3.C outlining the methods used to calculate the amount of administrative fees and expenses paid by the Trust to AOCDS and to third party administrators. The Trust shall provide a copy of the report to the County.

G. The auditor for the audit in Section 3.C and for the agreed upon procedures in

Section 3.D shall be selected every three (3) years as follows: the Trust will recommend at least three (3) independent licensed CPA firms with experience and expertise in the auditing of benefits trusts for the County's consideration. A County representative may review the selected auditor's submissions of minimum qualifications and selected criteria listed below. The County representative may not make or retain a copy. The Trust will ensure that the three (3) selected auditors will have the following minimum qualifications:

a) Ten years of experience in public accounting
b) Experience in providing audit services for benefits trusts
c) Licensed and in good standing with the CA Board of Accountancy

AOCDS will evaluate the auditor candidates on the following criteria but not limited to:

a) Offeror's Background, General Description and Organization Structure
b) Qualifications and Experience in Conducting Audits of Benefit Trusts
c) Proposed Cost
d) Staffing Experience
e) Implementation Plan/Project Schedule – ability to meet timelines
f) Overall Responsiveness and Accuracy and Completeness of the Offeror's Proposal Questionnaire
g) Degree of Compliance with Proposed Contract terms and conditions

If any of the three (3) CPA firms does not submit a proposal or is unable to perform the work, the Trust will provide a replacement CPA firm(s) to the County to ensure the County has three (3) qualified CPA firms to select from. The County shall make the selection of the licensed CPA firm (the "Independent Auditor") to conduct the audit from the list provided by the Trust. The Trust and the County will enter into a dual agency agreement with the Independent Auditor, whereby the Trust and the County shall be considered joint clients of the Independent Auditor. Such dual agency agreement will provide the Trust and the County with equal access to any and all data used by the Independent Auditor in preparing its report, and an equal right to request information and data of the Independent Auditor. The Trust and the County will share the cost of the audit, agreed upon procedures and other related costs equally. The independent audit is to be conducted each Fiscal Year with the audit report to be presented by the Independent Auditor to the Trust and the County by December 1st or as soon thereafter as is reasonably feasible to both parties. The Independent Auditor will have access to attend the Trust meetings as relevant to the audit purposes. A selected CPA firm shall not use the same lead engagement or auditing partner for the audit, if that firm has performed the audits for the prior six consecutive fiscal

years.

If either the County or AOCDS choose to terminate the contract with the auditor prior to that contract expiring, the parties will then begin the process outlined above to select a replacement auditor.

H. The Trust shall defend, indemnify and hold the County harmless from any claims or legal action brought by employees in these representation units arising out of, or in any way related to, medical insurance or benefits provided pursuant to this section. This obligation shall not arise with respect to any claim or legal action brought by AOCDS or employees concerning coverage overlap between the respective County and the Trust plans.

I All regular, full-time, limited-term, part-time (at least twenty [20] hours per week), and probationary employees in classifications represented by AOCDS shall be enrolled in AOCDS medical benefit plans the first of the month following hire date.

Eligible employees failing to elect coverage within thirty (30) days of employment or eligibility (whichever is earlier) or failing to maintain medical coverage through the Trust offered medical plans will be automatically enrolled in the lowest cost Trust medical plan as employee only. No employee in a classification represented by AOCDS shall be eligible for County Health insurance plans except in the capacity as an eligible dependent while on unpaid leave of absence.

J. The Trust shall have an open enrollment at least once a year.

K The Trust shall provide Active and Retiree premium amounts for each Plan and tier to the County by the first month of each plan year.

L. The waiting period for medical insurance coverage of new employees may not exceed sixty [60] days and must meet all requirements for waiting periods under state and federal law, regulations and guidelines.

M The Trust may not terminate their medical insurance plans during the term of the MOU. In the event the MOU expires and no labor agreement exists, the medical plan will continue unless and until the Trust provides ninety [90] days notice of intent to terminate coverage to participating County employees and the County. Under the immediate above circumstance, the County will permit employees to enroll in the plans available to County employees. The Trust shall be responsible to pay for all claims during the time of coverage based on the date services were incurred. If the Trust terminates medical plan coverage, the County will terminate its contribution to the Trust fund 30 days prior to plan termination.

N Employees eligible for coverage under a Trust plan as a result of change of County representation unit shall be enrolled without regard to pre-existing conditions of illness or injury for plan benefits for themselves or their enrolled dependents.

O Employees eligible for coverage under a County health plan as a result of change of County representation unit shall be enrolled without regard to pre-existing conditions of illness or injury for plan benefits for themselves or their enrolled dependents.

P. Plan eligibility shall terminate at the end of the calendar month in which any of the following occur, except as noted in 2, below:

1. Employee terminates.

2. Change of representation units not participating in the Trust. Plan eligibility shall terminate on the last day of the month following thirty (30) days from the effective date of the representation unit change.

3. Disenrollment of a dependent (for the dependent). However, this will not operate to interfere with a former employee's right to continue insurance coverage at his/her option as provided for under law.

Q. Coverage under the County plans or the Trust plans shall be determined on the basis of the date that services were incurred.

R. The Trust agrees to provide all data to the County's actuary as is reasonably necessary to perform an actuarial valuation within ninety (90) days of receiving the request, subject to the actuary's execution of an appropriate confidentiality agreement.

Section 4. Other Insurance Coverage

A. Effective October 27, 2017, AOCDS shall maintain a trust fund administered in compliance with applicable state and federal law, for the purpose of providing optional benefits including but not limited to, dental, disability and other welfare benefits for employees in regular or limited term positions in the Representation Units.

B. The County shall, on a biweekly basis, forward AOCDS thirty cents ($0.30) for each regular hour worked by all employees in these Representation Units.

C. AOCDS agrees to apply the County's entire contribution for these Representation Units only toward the benefits for employees in these Representation Units.

D. Insurance coverages provided through the trust fund with monies contributed by the County shall be made available by AOCDS to all employees in the Representation Unit on an equal basis regardless of membership status.

E. AOCDS shall indemnify and hold the County harmless from any claims or legal actions brought under this Section.

F. Not more than once each contract year, upon written request, the trustees of the trust fund will provide the County with correspondence verifying the trust fund's compliance with applicable law during the previous contract year. Not more than once each contract year, the trustees shall also, upon written request, provide the County with the following:

1. Upon completion, a copy of the annual independent financial report of the trust fund by a certified Public Accountant and form 5500

2. The annual report shall include the following information:

   a. the actual cost of benefits provided by the trust fund;

   b. member contributions to the cost of benefits provided by the trust fund;

   c. rate increases by carriers for the immediately preceding year of insured benefits provided through the trust fund, if applicable (or, if not included in the report, these shall be provided separately);

   d. a summary of other trust fund expenditures; and

   e. the beginning and ending cash balances of the trust fund.

3. The annual report shall be provided to the County within thirty (30) days of either the County's written request or the report's completion, whichever shall last occur.

4. A letter from the Certified Public Accountant for the trust fund verifying that the transaction of the trust fund during the preceding year have been reviewed, that payments have been made consistent with contractual agreements, and that required tax returns have been filed in accordance with applicable laws.

Section 5. Premium Only Plan

The County will administer a Premium Only Plan that will allow an employee to

pay for health insurance premiums as permitted by state and federal law, regulations, and guidelines. Under the plan, an employee's gross taxable salary will be reduced by the amount of his or her share of the premium costs of County-provided health insurance coverage as permitted by state and federal law, regulations, and guidelines.

Section 6. Accidental Death and Dismemberment Insurance

The County shall provide basic accidental death and dismemberment insurance in the amount of one hundred thousand dollars ($100,000) for all Public Safety General Unit and Public Safety Supervisory Unit employees without proof of insurability. The policy shall provide benefits for death or dismemberment occurring in the line of duty. Such insurance will be subject to the limitations of liability contained in those insurance policies.

Section 7. Retiree Medical Grant

Effective the first day of the first full pay period in July 2020, the Retiree Medical Grant benefit shall be frozen. Employees shall not accumulate additional service hours towards eligibility for the Retiree Medical Grant. Only employees with ten (10) or more years of credited service as of the effective date shall be eligible. Cost of living adjustments (COLAs) and age adjustments shall cease.

A. Retiree Medical Grant Eligibility

1. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan ("the Plan") for employees to include a Retiree Medical Grant (Grant) or a lump sum benefit (Lump Sum) as set forth below. New employees hired on or after the first day of the first full pay period in July 2020 are not eligible for the Grant. New employees hired on or after June 23, 2006 are not eligible for the Lump Sum. The Plan does not create any vested rights to the benefits on the part of any employee, retiree, or any other person.

2. Upon paid County retirement, if eligible, a retiree shall receive a Retiree Medical Grant (Grant). The Grant may be applied only towards the cost of retiree and dependent coverage in an AOCDS or County- offered retiree health insurance plan and/or Medicare Part A and/or B premiums as provided below.

    a. Upon implementation of the Plan, for eligible retirees the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year during retirement, the amount of such Grant shall be adjusted by the

average percentage increase or decrease in County retiree health plan premiums no later than the effective dates of such change, not to exceed three (3) percent per year. No increase shall be applied to the Grant for those employees who retire on or after the first day of the first full pay period in July 2020. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums.

b. The Grant will be adjusted as follows:

The Grant will be reduced by seven and one-half percent (7 ½%) per year for each year of age the employee is less than age 60, based upon the employee's age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date.

The Grant will be increased by seven and one-half percent (7 ½%) per year for each year of age the employee is greater than age 60, based upon the employee's age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirements, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date.

Section 8.A.2.b. shall not apply to Safety classifications or disability retirements.

Section 8.A.2.b. shall not apply to other employees in these Represented Units on or after the first day of the first full pay period in July 2020.

1. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B, or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to September 12, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

c. Retiring employees shall be provided a one-time opportunity of thirty (30) calendar days from the date of retirement to enroll in an AOCDS offered health plan or Medicare. 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 an AOCDS health plan.

B. Retiree Medical Plan Lump Sum; Termination; Phase Out

1. An employee who was employed by the County prior to June 23, 2006 and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with B.2 below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after June 23, 2006.

2. An employee who is employed by the County prior to June 23, 2006, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to June 23, 2006. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regularly paid hours immediately preceding June 23, 2006.

3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County or AOCDS 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 the first day of the first full pay period in July 2020 are not eligible for the Grant. Employees who were employed by the County with 10 or more years of credited service towards the Grant prior to the first day of the first full pay period in July 2020 shall still be eligible for the Grant. Employees with less than ten (10) credited years of service shall not be eligible for the Grant. For an employee who was employed by the County the first full day of the first full pay period in July 2020, any hours of service performed in periods on or after the first day of the first full pay

period in July 2020 shall not be included as a part of the credited service towards the Grant eligibility requirements.

2. Accrual of credited service towards the Grant amount shall be frozen on or after the first day of the first full pay period in July 2020.

3. Hours of service performed in periods before August 1, 1993 shall be counted toward credited service only if the employee is employed by the County from August 1, 1993 until retirement.

4. Retiree must have retired with at least ten (10) years of credited County service except as provided in C.4.a.,b.,c., and d. below:

   a. A retiree who, receives a service-connected disability retirement pension under OCERS prior to the first day of the first full pay period in July 2020, 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 prior to the first day of the first full pay period in July 2020 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 who has less 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 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.

5. All eligible retirees and enrolled dependents who are age sixty-five (65) or older or eligible for Medicare, i.e. early Medicare, 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 enrolled in Medicare Part A to be eligible to receive

the Grant.

6. 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. For employees who defer retirement, the terms and conditions governing the Grant are based on the provisions in place at the time of deferral.

b. An employee who is not eligible for paid retirement at the time he or she separates from County service and elects deferred retirement status shall not become eligible for participation in the Grant.

7. For purposes of this Section, a full year of credited service shall be based upon those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service. Hours of service performed in periods before August 1, 1993, shall be counted toward credited service only if the employee has been 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 and who qualifies for a monthly retirement allowance shall be eligible for fifty (50) percent of the Grant authorized for the retiree.

2. A surviving eligible retiree who qualifies for a monthly retirement allowance who was married to a retiree who was also eligible for a Grant shall receive the survivor benefit described in D.1., above, or his or her own Grant, whichever is greater. Such retiree shall not be eligible for both Grants.

Section 8. General Provisions

A. AOCDS shall administer their health insurance program for retirees subject to the requirements set forth in this MOU.

B. Retiree health plan premiums shall be 10% higher than active employees' health plan premiums.

C. AOCDS shall provide to the County all information necessary for the County to administer the Plan including, but not limited to, retiree health insurance

enrollment information, verification of Medicare enrollment and verification of the premiums for all health insurance plans.

D. In order to resolve discrepancies within the Grant, the County will provide AOCDS the Grants and supporting data for all AOCDS retirees, and AOCDS will work with the County to resolve any discrepancies prior to the information being provided to the actuary or auditor.

Section 9. Health Reimbursement Arrangement

Effective the first day of the first full pay period in July 2020, a Health Reimbursement Arrangement (HRA) will be made available for current and future employees in these bargaining units. The County and the HRA administrator, with the oversight of the Health Reimbursement Account Advisory Committee, shall administer the program subject to the requirements set forth in the Health Reimbursement Arrangement Plan Document. County will contribute three (3) percent of each eligible employee's bi-weekly base salary to fund the HRA.

Effective the first day of the first full pay period following Board adoption of the 2021-2023 MOU, County will contribute three and a half (3.5) percent of each eligible employee's bi-weekly base salary to fund their Health Reimbursement Account Plan.

Effective July 1, 2022, County will contribute four and a half (4.5) percent of each eligible employee's bi-weekly base salary to fund their Health Reimbursement Account Plan.

Effective January 13, 2023, County will contribute five (5) percent of each eligible employee's bi-weekly base salary to fund their Health Reimbursement Account Plan.

ARTICLE XXI DEFINED CONTRIBUTION

An employee in a regular position may, at his or her request, participate in the County's Section 457(b) Defined Contribution Plan.

ARTICLE XXII RETIREMENT

Section 1. Retirement Benefit Levels for Probation Safety Members for the Probation Officer and Juvenile Correctional Officer series

A. For Safety Members Hired Prior to January 1, 2013 and for Safety Members Hired on or After January 1, 2013 who are Considered "Legacy Members" of OCERS within the Meaning of PEPRA.

1. Probation Department safety employees will be provided the 3% at 50 retirement formula as set forth in Government Code Section 31664.1

a. For employees hired on or before September 20, 1979, the retirement allowance will be computed on the highest one(1) years 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 upon the employee's highest three (3) years of compensation per Government Code section 31462.1

B. For Employees Hired on or After January 1, 2013 who are Considered "New Members" Within the Meaning of PEPRA.

1. The retirement formula will be the "2.7% at 57" retirement formula described in Government Code section 7522.25(d), 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.

Section 2. Retirement Contributions for the Probation Officer and Juvenile Correctional Officer series

A. Members' normal and cost of living contribution rates will be established and adjusted subsequent to and in accordance with state law and 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 actuary.

C. Employees will pay the full member contribution for each of the benefit plans provided by the County.

Section 3. Retirement Benefit Levels for the Deputy Coroner, Public Assistance Investigator, and Park Ranger series

A. For Employees Hired Prior to January 1, 2013 and for Employees Hired on or After January 1, 2013 who are Considered "Legacy Members" of OCERS within the Meaning of the Public Employees' Pension Reform Act of 2013 ("PEPRA").

1. Except as set forth in Section 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 benefit 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 eligible employees hired on or after September 21, 1979, the retirement allowance will be computed upon 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 180 calendar days from that date within which to elect one 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 “DC Plan”) described in Section 5 below.

d. Effective with the beginning of 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 will also make the contributions described in Section 4.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 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 provided 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 4.B and C below.

c. In the event an eligible employee failed to make an election during the 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 5 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 4.B and C below**.**

B. For Employees Hired on or After January 1, 2013 who are Considered “New Members” within the Meaning of PEPRA.

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 4.B and C. below.

2. “New Members” are eligible to participate in the “DC Plan” described in Section 5 below.

Section 4. Retirement Contributions for the Deputy Coroner, Public Assistance Investigator, and Park Ranger series

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 Orange County Employees Retirement System (OCERS) 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 for the increased cost of the enhanced benefit 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, and will continue to be paid by employees as long as there is an unfunded actuarial accrued liability (UAAL) associated with the cost of the past service liability for the enhanced retirement benefit formula. On November 18, 2013, the OCERS Board adopted a funding policy to combine and re-amortize the outstanding balance of the December 31, 2012 UAAL, including the associated past service liability for the enhanced retirement formula, over a 20-year period, which was a reduction from a prior 30-year amortization period. Under the 20-year amortization period, it is estimated the UAAL associated with the cost of the past service liability for the enhanced retirement benefit formula will be paid by 2033. If this goal is realized, there would be no employee contributions for the cost of the past service liability for the enhanced retirement benefit formula after 2033. However, the estimated 2033 date for payoff of the UAAL, including that associated with the past service liability for the enhanced retirement benefit, assumes all actuarial assumptions (e.g. investment rate of return, mortality rates, retirement rates and rate of inflation) are realized and there are no changes in assumptions or funding policy (e.g. amortization period) adopted by the OCERS Board.

b. The portion of the additional employee contribution that is attributable to the prospective increased cost of the enhanced benefit formula shall also continue beyond the expiration date of this MOU and will continue to be paid by active employees in perpetuity.

2. After implementation of this benefit, the County and AOCDS will annually review its costs including costs impacted by changes in the investment earnings and evaluate whether any adjustments to employee contributions are necessary.

3. The relative-ratio based methodology will be used to determine the additional employee contribution toward the "2.7% at 55" retirement benefit formula.

D. Reduction in the employees' Reverse Pickup contribution for the Deputy Coroner, Park Ranger, and Public Assistance Investigator series

- Effective the first day of the first full pay period in Fiscal Year 2021/2022 after Board of Supervisors adoption of the 2021-2023 MOU, the Reverse Pickup will be reduced by an ongoing 2.41%.

- Effective July 1, 2022, the Reverse Pickup will be reduced by an additional 2.41%, for a total fixed ongoing 4.82% reduction in the employee's paid Reverse Pickup.

- The Reverse Pickup rate for employees in the PEPRA and 1.62% at 65 Classic benefit formulas will be frozen at the FY 2021/2022 rate. Employees in the 2.7% @ 55 benefit formula will continue to have their Reverse Pickup rate recalculated based on the OCERS actuarial valuation and will have an ongoing 4.82% offset to the Reverse Pickup calculation after July 1, 2022.

- By July 1, 2022, the entire Reverse Pickup for employees in the PEPRA and 1.62% at 65 Classic benefit formulas shall be eliminated.

Section 5. Defined Contribution Retirement Plan for the Deputy Coroner, Public Assistance Investigator and Park Ranger series

A. Beginning on May 7, 2010, the County will make available a County 1.62 Retirement, Section 457(b) Defined Contribution Plan (the "DC plan") to those employees who are covered by the "1.62% at 65" benefit formula (whether by election, deemed to have elected or are 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 Plan. The County will make matching contributions as described in Section 5.B. below.

B. During the first one-year period following the plan commencement date, the County will contribute a biweekly amount to a Section 401(a) Defined Contribution Plan for an eligible employee equal to the biweekly amount that the employee contributes to the Plan, not to exceed two (2) percent of the employee's base salary (the "match"). During the second year and in subsequent years following the plan commencement date, the County will contribute to a Section 401(a) Defined Contribution Plan for an eligible employee a biweekly amount equal to fifty (50) percent of the biweekly amount that the employee contributes to the Plan. The County contribution to the Section 401(a) Defined Contribution Plan shall not exceed two (2) percent of the employee's base salary, unless the Board of Supervisors authorizes additional County contributions permitted under Article XXII, Retirement, Section 3.(D). County contributions to the Section 401(a) Defined Contribution 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 year shall be to 2080 paid hours of service, exclusive of overtime.

C. Employee contributions to the Plan(s) 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.

D. Notwithstanding the foregoing, the parties agree that at no time shall the County's matching contribution to a Section 401(a) Defined Contribution Plan be less than fifty (50) percent of an employee's biweekly contribution to the Plan, nor shall the maximum amount of the County's matching contribution to a Section 401(a) Defined Contribution Plan be less than two (2) percent of an employee's base salary.

Section 6. Tax-Deferred Retirement Plan

The County will administer an approved tax-deferred retirement plan which will allow employees to reduce their taxable gross income by the amount of their retirement contribution. The plan shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.

ARTICLE XXIII SEPARABILITY

In the event that any provisions of this Memorandum are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXIV RECOGNITION

Pursuant to the Employee Relations Resolution of the County of Orange and applicable State law, the Association of Orange County Deputy Sheriffs is the Exclusively Recognized Employee Organization for the Public Safety General and Public Safety Supervisory Units. AOCDS has notified the County that the AOCDS President serves to represent these bargaining units. Said classes are listed in Appendix A.

ARTICLE XXV 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 XXVI SALARY

Section 1. Salary Increases

A. Salary Increases for the Deputy Juvenile Correctional Officer and Deputy Probation Officer series:

- Effective the first day of the first full pay period following Board of Supervisors adoption of the 2021-2023 MOU, salaries will be increased by 3.25% (base-building/salary range movement).

- Effective July 1, 2022, salaries will be increased by 3.25% (base-building/salary range movement).

B. Salary Increases for the Deputy Coroner, Park Ranger and Public Assistance Investigator series:

- Effective the first day of the first full pay period following Board of Supervisors adoption, salaries will be increased by 0.84% (base-building/salary range movement).

- Effective July 1, 2022, salaries will be increased by 0.84% (base-building/salary range movement).

INDEX

A

Absence Without Authorization, · 40

B

Bilingual Pay, · 10
Board, Definition of; · 1

C

Call-Back Pay; · 10
Continuous Service, Definition of, · 1
Counselor Bilingual Pay, · 11
County, Definition of, · 1

D

Deferred Compensation, · 36
Definitions, · 1
Disciplinary Action
    Reprimand, · 66
    Substandard Performance Evaluation, · 66
    Pre-Disciplinary Hearing, · 66
    Suspension, · 67
    Reduction, · 68
    Discharge and Right of Appeal, · 68
    Polygraph Examination, · 68
    Disciplinary Appeals, · 74
Disciplinary Action: · 66

E

Emergency, Definition of, · 1
Employee
    Rights, · 94

Information Listings, · 94
Employee, Definition of, · 1
Employee: · 94
Exceptional Bilingual Pay, · 10
Extra Help Employee, Definition of, · 1
Extra Help Position, Definition of, · 1

F

Flexible Spending Account, · 124
Full-Time Employee, Definition of, · 2

G

Grievance/Appeal Procedure
Time Off for Processing Grievances/Appeals, · 72
Grievance/Appeal Procedure
Scope of, · 70
Basic Rules of, · 70
Submission of, · 71
Employee Representation in, · 71
Informal Discussion, · 72
Steps in, · 73
Grievance/Appeal Procedure: · 73

H

Holidays
Holidays Observed, · 57
Eligibility for Holiday Pay, · 58
Holiday Pay, · 59

I

Insurance
Health Plan, · 102
Premium Only Plan, · 107
Retiree Medical Benefits, · 115

Insurance: · 102

L

Layoff Procedure
General Provisions, · 80
Order of Layoff, · 80
Computation of Layoff Points, · 81
Notification of Employees, · 82
Voluntary Reduction, · 82
From Classes Designated as Vulnerable to Layoff, · 83
Reemployment Lists, · 83
Status on Reemployment, · 85
Layoff Procedure: · 80
Leaves, Authorized
Bereavement Leave, · 37

P

Payroll Deduction, · 94
Performance Evaluation, · 27
Personal Emergency, Definition of, · 2
Position Classification
Procedure for Requesting Reclassification, · 99
Review of Disputed Position Classification Decisions, · 101
Position Classification: · 99
Practicable, Definition of, · 2
Premium Pay, · 8
Probation
New, · 23
Promotional, · 23
Failure of, · 25
General Provisions, · 26
Extensions of, · 27
Probation: · 23
Probationary Employee, Definition of, · 2
Promotion, Definition of, · 2

R

Reassignment, Definition of, · 2
Recognition, · 123
Recruiting Step, Definition of, · 2
Reduction, Definition of, · 3
Reemployment
    Of Employees on Disability Retirement, · 30
    Of Regular Employees, · 31
Reemployment: · 30
Regular Employee, Definition of, · 3
Regular Position, Definition of, · 3
Reimbursement Programs
    On-Duty Meals, · 31
    Mileage Reimbursement, · 61
    Personal Property, · 62
Reimbursement Programs: · 61
Rest Periods, · 8
Retiree Medical Benefit, · 108
Retirement
    Safety Retirement Benefits, · 115
    Tax-Deferred Retirement Plan, · 120
Retirement: · 115

S

Safety
    General Provisions, · 90
    Violations, Abatement of, · 91
    Representatives, · 91
Safety,
    Inspection, · 90
Safety: · 90
Salaries, · 125
Salary Allocation, Changes in, · 21
Salary on
    Promotion, · 17
    Reassignment, · 18
    Reduction, · 18

Reclassification, · 20
Reemployment, · 21
Seniority, Definition of, · 3
Separability, · 122
Sick Leave
Accumulation of, · 33
Permitted Uses of, · 33
Sick Leave,
General Provisions, · 35
Prohibited Uses of, · 35
Sick Leave: · 33

T

Temporary Promotion, · 29
Time Off for Selection Procedures, · 31
Training, · 32
Transfer
Of AOCDS Officers and Area Representatives, · 31
Transfer: · 31

V

Vacation
Accumulation of, · 48
General Provisions, · 49
Vacation: · 48

W

Workweek, · 4

Y

Y-Rate
Definition of, · 3
Schedule, · 20
Salary on Reclassification/Reduction, · 20

APPENDIX A

Classes included in the Public Safety General Unit:

6005GS	Deputy Coroner
7400PS	Deputy Juvenile Correctional Officer I
7401PS	Deputy Juvenile Correctional Officer II
7405PS	Deputy Probation Officer I
7408PS	Deputy Probation Officer II
3034GS	Park Ranger I
3035GS	Park Ranger II
6550GS	Public Assistance Investigator
6548GS	Public Assistance Investigator Trainee
6007GS	Senior Deputy Coroner
7409PS	Senior Deputy Probation Officer
7402PS	Senior Juvenile Correctional Officer

Classes included in the Public Safety Supervisory Unit:

6011GM	Supervising Deputy Coroner
7403PM	Supervising Juvenile Correctional Officer
3036GM	Supervising Park Ranger I
3037GM	Supervising Park Ranger II
7413PM	Supervising Probation Officer I
6551GM	Supervising Public Assistance Investigator

MEMORANDUM OF UNDERSTANDING

PUBLIC SAFETY GENERAL UNIT

AND

PUBLIC SAFETY SUPERVISORY UNIT

20211~~17~~ – 20231~~1~~

COUNTY OF ORANGE

AND

ASSOCIATION OF ORANGE COUNTY DEPUTY SHERIFFS

MEMORANDUM OF UNDERSTANDING

202117 – 202331

COUNTY OF ORANGE

AND

ASSOCIATION OF ORANGE COUNTY DEPUTY SHERIFFS

FOR THE

PUBLIC SAFETY GENERAL UNIT

AND

PUBLIC SAFETY SUPERVISORY UNIT

On October 27, 2017, the Association of Orange County Deputy Sheriffs became the Exclusively Recognized Employee Organization for the Probation Services and Probation Supervisory Management Units. Subsequently on November 24, 2017, the Deputy Coroner, Public Assistance Investigator, and Park Ranger series were added to the Probation Services and Probation Supervisory Management Units. With the adoption of the~~is~~ 2017 – 2021 MOU the parties agreed to rename the Units as the Public Safety General Unit and Public Safety Supervisory Unit.

This Memorandum of Understanding adopted by the Board of Supervisors on March 8, 2022~~January 4, 2019~~ sets forth the terms of agreement reached between the County of Orange and Association of Orange County Deputy Sheriffs as the Exclusively Recognized Employee Organization for the Public Safety General and Public Safety Supervisory Units for the period beginning June 18, 2021~~October 27, 2017~~ through June 29~~17~~, 202~~31~~. Unless otherwise indicated herein, all provisions shall become effective March 8, 2022~~January 4, 2019~~.

DEFINITIONS

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

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

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

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

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

DIRECTOR OF EMPLOYEE AND LABOR RELATIONS shall mean the Director of Employee and Labor Relations, or his or her designee.

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

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

EMPLOYEE shall mean a person employed by the County and covered by 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.

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

PRACTICABLE means feasible; reasonably able to accomplish.

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

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

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

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

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

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

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

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

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

ARTICLE I WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

A. The official FLSA work period for the classifications listed below shall be 28 days and shall begin at 12 a.m. on each Friday and end at 12 a.m. four weeks later. For purposes of payment of overtime under this MOU, each 28 day period shall be divided into two 14 day periods, with overtime being paid for work ordered and performed in excess of eighty (80) hours actually worked in each 14 day period. Work ordered and performed in excess of eighty (80) hours of paid time in each 14 day period in accordance with an emergency declared by the Board of Supervisors, activation of the County's Emergency Operations Center (EOC) or Department Operations Center (DOC), shall be overtime.

Deputy Juvenile Correctional Officer I
Deputy Juvenile Correctional Officer II
Senior Juvenile Correctional Officer
Deputy Probation Officer I
Deputy Probation Officer II
Senior Probation Officer
Supervising Juvenile Correctional Officer
Supervising Probation Officer

Once a Supervising Juvenile Correctional Officer submits his/her work schedule for an upcoming pay period, any additional mandated Duty Officer shifts that the employee is required to work within that pay period will be paid as overtime hours as outlined in Section 2.C. below.

B. The official workweek for full-time employees in classifications designated as non-exempt from FLSA shall be forty (40) hours. The workweek shall begin on each Friday at 12:01 a.m. and end with the following Thursday at 12:00 midnight except for employees working an alternate schedule, 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, for employees on 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, or eighty (80) hours worked in the pay period for employees in FLSA exempt classifications, shall be overtime. Work ordered and performed in excess of forty (40) hours of paid time in a workweek, or eighty (80) hours of paid time in the pay period for employees in FLSA exempt classifications, in accordance with an emergency declared by the Board of Supervisors, activation of the County's Emergency Operations Center (EOC) or agency Department Operations Center (DOC), shall be overtime.

Deputy Coroner
Senior Deputy Coroner
Supervising Deputy Coroner
Park Ranger I
Park Ranger II
-Supervising Park Ranger I
Supervising Park Ranger II
Public Assistance Investigator Trainee
Public Assistance Investigator
Supervising Public Assistance Investigator

C. 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 Thursday thereafter.

D. Work shall not be regularly scheduled on more than ten (10) calendar days during any pay period and scheduled days off shall fall on at least two (2) consecutive calendar days. Alternate work schedules shall not be implemented without the County and AOCDS first negotiating and attempting to reach agreement on such hours of work for each division or work unit proposing implementation of such alternate work schedules.

E. Whenever practicable, t~~T~~he County agrees to give employees a seven (7) calendar day advance notice of a shift change or a transfer to a different worksite ~~whenever practicable~~.

F. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.

G. The County shall discuss with AOCDS any proposed changes in existing scheduled hours of work before such changes are put into effect. Whenever practicable, the County shall provide written notification of such proposed changes to AOCDS at least fourteen (14) calendar days before such changes are put into effect.

H. 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 A., above, except on authorized overtime.

I. This Section shall not prevent an employee or group of employees from requesting a modified work schedule. Such requests may be implemented by the Department.

1. Upon written request by AOCDS, the County agrees to study the feasibility of establishing work schedules consisting of either:

   a four (4) ten (10) hour workdays per week;

   b. four (4) nine (9) hour workdays each week with an additional eight (8) hour workday on alternate weeks; or

   c. flex time.

2. The County shall initiate such studies within thirty (30) days and provide a written response within ninety (90) days.

3. AOCDS agrees not to request more than twelve (12) such studies concurrently for the combined units represented by AOCDS and no more than three (3) concurrently for each agency/department.

4. The County agrees to discuss with AOCDS any findings and recommendations prior to reaching a final decision and implementation.

J. 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.

K. Funeral Attendance

Each Department Head has the authority and discretion to allow a reasonable number of employees to attend funerals or memorial services during their regular working hours for a fellow peace officer or firefighter who died in the line of duty or died while on duty.

Each Department may implement its own guidelines or policy outlining the process and requirements for Funeral Attendance per the above.

Section 2. Overtime

A. Notification of Employees of Work Required Beyond Normal Schedule

If in the judgment of the department, work beyond the normal workday, workweek or work period is required, the department will notify any employee who may be asked to perform such work of the apparent need as soon as practicable prior to when the work is expected to begin.

1. For the employees listed in Section 1. A. above any work hours in excess of eighty (80) hours will be considered overtime. Overtime shall be paid at the overtime rate as defined by Section 2.C.1.

2. For the employees listed in Section 1.B. above and designated as non-exempt under FLSA, any work hours in excess of forty (40) hours will be considered overtime. Overtime shall be paid at the overtime rate as defined by Section 2.C.1.

3. For the employees listed in Section 1.B. above and designated as exempt under FLSA any work hours in excess of eighty (80) hours will be considered overtime. Overtime shall be paid at the overtime rate as defined by Section 2.C.1.

B. Distribution of Overtime

1. The County shall make a reasonable effort to make overtime opportunities available on an equal basis to employees capable of performing the work.

2. If the responsible supervisor determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift.

3. If the responsible supervisor determines that overtime is necessary on a client case or patient case already assigned to a particular employee, any such overtime may be assigned exclusively to that employee.

4. The County and AOCDS may meet and confer and, in so doing, shall attempt to reach agreement regarding specific provisions for the distribution of overtime among employees of various individual work units. Such provisions shall be consistent with Sections 2.B.2. and 3., above.

C. Payment for Overtime

1. Overtime shall be compensated at one and one-half (1 1/2) times the regular 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 employees. The maximum number of Compensatory Time (CT) hours which may be accrued by any employee is one hundred and twenty (120). If an employee accrues 120 hours of CT, he/she cannot accrue additional CT until he/she uses some of the hours in his/her bank; instead, employees will be paid for all overtime work performed in excess of that amount.

3. Overtime hours worked by extra help employees shall be paid.

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. No scheduled compensatory time off will be cancelled except in cases of emergency.

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 or merit increase periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods.

8. An employee separating from the County service shall be paid for accumulated compensatory time in a lump sum payment.

Section 3. Rest Periods and Cleanup Time

A. Employees shall be allowed rest periods of 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.

Section 4. Premium Pay

A. Night Shift Differential

1. ~~Except as provided in 4. and 5., below, a~~An employee who works an assigned night shift shall in addition to his or her regular salary be paid a night shift differential for each hour actually worked on the assigned night shift.

2. ~~Except as provided in 4. and 5., below, f~~For purposes of this Section, night shift shall mean an assigned work 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.

3. The rate of night shift differential shall be five (5) percent of the employee's basic hourly rate with a minimum of sixty (60) cents per hour and a maximum of one (1) dollar and fifty (50) cents per hour.

~~4. A Deputy Juvenile Correctional Officer II who works an assigned night shift of twelve (12) or more consecutive hours shall, in addition to his or her regular salary, be paid a night shift differential for eight (8) hours.~~

~~5. For employees assigned the duties of Deputy Juvenile Correctional Officer I, night shift shall mean an assigned work shift of six (6) consecutive hours or more which includes at least four (4) hours of work between the hours of 10 p.m. and 6 a.m.~~

B. On-Call Pay

1. When a regular, limited-term or probationary employee is assigned on-call duty by the County, the employee shall, whenever practicable, be informed in writing at least five (5) days in advance 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 to: (1) be reachable by telephone or other communications device; (2) be able

to report to work in a reasonable time; and (3) to refrain from activities which might impair his or her ability to perform assigned duties.

3. Employees in the Public Safety General Unit paid on a sixteen (16) hour shift basis are exempt from these provisions.

4. On-call pay shall not apply to extra help employees unless expressly directed in writing to be on-call.

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, except as provided in Section 4.C.3. below, in which the employee is continuously engaged in work for which he or she was called back.

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. Notwithstanding the above, if an employee receives a "call back" to work within four (4) hours of the beginning of the regular shift, the employee will only be paid at time and-one-half for the time period the employee begins to work until the beginning of the employee's regular shift.

4. An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work performed during any four (4) consecutive hour period.

5. An employee credited with four (4) hours pursuant to this Section may be assigned other work until the guaranteed time has elapsed.

6. Call-back pay shall apply only when an employee is required to physically return to work (e.g., leave home or another off-duty location) in order to perform required duties.

D. Bilingual Pay

1. Except as provided in 2., 3. and 4., below, qualified employees who meet the following criteria shall receive an additional forty (40) cents per hour (approximately sixty-nine [69] dollars per month)

for all hours actually paid.

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

b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.

c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer or his or her designee.

2. Exceptional Bilingual Pay

Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c. above, are assigned by department management to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties and responsibilities shall receive an additional seventy (70) cents per hour (approximately one hundred and twenty-one (121) dollars per month) for all hours actually paid:

Deputy Probation Officer I
Deputy Probation Officer II
Senior Probation Officer
Supervising Juvenile Correctional Officer
Supervising Probation Officer
Public Assistance Investigator Trainee
Public Assistance Investigator

3. Counselor Bilingual Pay

Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c., above, are regularly assigned by department management to perform their duties in a language other than English shall receive an additional seventy (70) cents per hour for all hours actually paid:

Deputy Juvenile Correctional Officer I
Deputy Juvenile Correctional Officer II
Senior Juvenile Correctional Officer

4. Exceptional Bilingual Pay for the Deputy Coroner and Sr. Deputy Coroner

Qualified employees in the following class who, in addition to meeting the criteria in 1.a. and b. above, and when approved by the Division Commander, are certified by the Chief Human Resources Officer or his or her designee as qualified to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties, based on assignment requirements, shall receive an additional seventy (70) cents per hour (approximately one hundred and twenty one (121) dollars per month) for all hours actually paid.

Deputy Coroner
Sr. Deputy Coroner

5. An employee shall not be eligible to receive more than one (1) type of bilingual pay concurrently.

6. Bilingual pay shall not apply to workers' compensation supplement pay.

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

   a. department need;

   b. availability of a qualified replacement; and

   c. availability of another suitable assignment for the requesting employee.

8. AOCDS may participate in the County bilingual pay working group to discuss items related to bilingual premium pay.

   The working group will meet on an as-needed basis, and have as its goal to complete its work no later than July 1, 2022.

E. Probation Officer Specialty ~~Armed~~ Assignment Pay

1. Effective the first day of the first full pay period following Board adoption of the 2021-2023 MOU, e~~E~~mployees on pay status in the ~~below~~Deputy Probation Officer I and Deputy Probation Officer II classifications and assigned to a Specialty Assignment Unit, as defined in E.5. below,~~position which requires armed status~~ on a regular, full-time basis shall receive the equivalent of ~~one- hundred forty-nine dollars and eighty cents ($149.80) biweekly (approximately three-hundred twenty-four~~

~~dollars and fifty-seven cents ($324.57) per month)~~one hundred ninety two dollars and eighty five cents ($192.85) biweekly (approximately four hundred seventeen dollars and eighty four cents ($417.84) per month).

~~In the event an employee is assigned to a position which requires armed status for a portion of a pay period, the Armed Assignment Pay shall be paid on a pro-rated basis for those hours worked in an armed assignment.~~

~~Deputy Probation Officer I~~
~~Deputy Probation Officer II~~
~~Senior Deputy Probation Officer~~

2. Effective the first day of the first full pay period following Board adoption of the 2021-2023 MOU e~~E~~mployees on pay status in the Senior Deputy Probation Officer classification and assigned to a Specialty Assignment Unit, as defined in E.5. below, on a regular, full-time basis shall receive the equivalent of two hundred three dollars and seven cents ($203.07) biweekly (approximately four hundred thirty nine dollars and ninety eight cents ($439.98) per month).

~~2.~~3. Effective the first day of the first full pay period following Board adoption of the 2021-2023 MOU, e~~E~~mployees on pay status in the ~~below~~ Supervising Probation Officer classification and assigned to a Specialty Assignment Unit, as defined in E.5. below,~~position which requires armed status~~ on a regular, full-time basis shall receive the equivalent of ~~one-hundred seventy-five dollars and eighty-six cents ($175.86) biweekly (approximately three-hundred eighty-one dollars and three cents ($381.03) per month)~~two hundred twenty six dollars and thirty eight cents ($226.38) biweekly (approximately four hundred ninety dollars and forty nine cents ($490.49) per month).

~~In the event an employee is assigned to a position which requires armed status for a portion of a pay period, the Armed Assignment Pay shall be paid on a pro-rated basis for those hours worked in an armed assignment.~~

~~Supervising Probation Officer~~

4. In the event an employee is assigned to a Specialty Assignment Unit for a portion of a pay period, the Specialty Assignment Pay shall be paid on a pro-rated basis for those hours worked in the Specialty Assignment.

5. Specialty Assignment Units are as follows:

- AB 109

Units - 800; 801; 802; 803; 804; 805; and 806

- Special Supervision Division
  Units - 100 (Special Enforcement); 241 (Sex Crimes); 242 (Domestic Violence); 332 (Gang Violence Suppression); 333 (Gang Violence Suppression)

- Adult Court Services
  Unit - 382 (Collaborative Treatment)

- Juvenile Court Services
  Unit - 079 (PPP/YDC)

- Professional Standards Division
  Units - 920 (Internal Affairs); 922 (Rangemasters); 923 (Background Investigators)

6. If an employee leaves a Specialty Assignment Unit (promotion, reassignment, reduction, transfer) for a non-Specialty Assignment Unit, then the Specialty Assignment Pay will end on the last day the employee is assigned to the Specialty Assignment Unit.

7. Employees in the Department that are voluntarily armed are not eligible for Specialty Assignment Pay.

F. Peace Officer Standards and Training (P.O.S.T.) Pay – Deputy Coroner Series

A full-time regular, limited-term or probationary employee classified as Deputy Coroner, Senior Deputy Coroner or Supervising Deputy Coroner who complies with the procedure below shall be paid either approximately two hundred (200) dollars per month for an Intermediate P.O.S.T. Certificate or approximately three hundred fifty (350) dollars per month for an Advanced P.O.S.T. Certificate and shall be paid for all regular hours paid under the following conditions: (For purposes of this provision, “regular hours paid” shall mean all paid hours exclusive of overtime, call back or on-call pay not to exceed forty [40] hours per week.)

The employee shall submit a written request for P.O.S.T. Pay to the agency/department with an attached copy of either the appropriate P.O.S.T. Certificate or application for P.O.S.T. Certificate. P.O.S.T. Pay shall start the first day of the pay period following receipt by the agency/department of a valid P.O.S.T. Certificate.

G. Peace Officer Standards and Training (P.O.S.T.) Pay – Public Assistance Investigator

A full-time regular, limited-term or probationary employee classified as Public Assistance Investigator who complies with the procedure below shall be paid either approximately one hundred fifty (150) dollars per month for an Intermediate P.O.S.T. Certificate or approximately three hundred (300) dollars per month for an Advanced P.O.S.T. Certificate and shall be paid for all regular hours paid under the following conditions: (For purposes of this provision, "regular hours paid" shall mean all paid hours exclusive of overtime, call back or on-call pay not to exceed forty [40] hours per week.)

The employee shall submit a written request for P.O.S.T. Pay to the agency/department with an attached copy of either the appropriate P.O.S.T. Certificate or application for P.O.S.T. Certificate. P.O.S.T. Pay shall start the first day of the pay period following receipt by the agency/department of a valid P.O.S.T. Certificate.

H. Peace Officer Standards and Training (P.O.S.T.) Pay – Supervising Public Assistance Investigator

A full-time regular, limited-term or probationary employee classified as Supervising Public Assistance Investigator who complies with the procedure below shall be paid either approximately one hundred fifty (150) dollars per month for an Intermediate P.O.S.T. Certificate or approximately three hundred (300) dollars per month for an Advanced P.O.S.T. Certificate or approximately three hundred forty (340) dollars per month for a Supervisory P.O.S.T. Certificate shall be paid for all regular hours paid under the following conditions: (For purposes of this provision, "regular hours paid" shall mean all paid hours exclusive of overtime, call-back or on-call pay not to exceed forty [40] hours per week.)

The employee shall submit a written request for P.O.S.T. Pay to the agency/department with an attached copy of either the appropriate P.O.S.T. Certificate or application for P.O.S.T. Certificate. P.O.S.T. Pay shall start the first day of the pay period following receipt by the agency/department of a valid P.O.S.T. Certificate.

I. Training Officer Assignment Pay

Regular, full-time employees who are assigned to provide training to County or Department personnel shall be paid two dollars ($2.00) per hour for all hours performing such training. Employees in senior or supervisor classifications shall receive training officer pay unless:

1. The employee's primary assignment is to provide training during the normal course and scope of their duties; or

2. The employee is acting as a training officer; or

3. The employee is providing individual training or technical guidance to a lower level employee.

J. Hazard Premium Pay for Deputy Coroner Series

Effective the first day of the first full pay period in January 2020, regular, full-time employees in the Deputy Coroner series on pay status shall receive the equivalent of sixty-nine dollars and twenty-five cents ($69.25) biweekly (approximately one hundred fifty dollars per month).

In the event an employee in the Deputy Coroner series is on pay status for a portion of a pay period, the Hazard Premium Pay shall be paid based on the ratio of hours actually paid to hours in a pay period (eighty [80] hours).

K. Canine Handler Maintenance Pay

Effective the first day of the first full pay period following Board adoption of the 2021-2023 MOU, eEmployees on pay status who are assigned to a position of Canine Handler on a regular, full-time basis shall be compensated for canine maintenance at one and one-half times their regular rate of pay for 30 minutes per day, seven days a week, whenever the canine is kenneled at the handler's residence. Canine maintenance will include feeding, watering, cleaning of kennels, cleaning canine vehicle, grooming and/or bathing the canine, light exercise, training and other related miscellaneous duties.

Canine Handlers will be compensated for hours actually worked when the handler is required to spend more than 30 minutes on an emergency or other non-routine canine maintenance duty (i.e., emergency veterinary visits).

Canine Handlers will not be compensated for canine maintenance when the canine is kenneled at a location other than the canine handler's residence.

The compensation to care for the canine is part of the canine handler's official duties.

Management will assign employees to the Canine Handler assignment based on existing skills, experience, training, and/or knowledge.

During the 2021-2023 MOU, AOCDS and the County agree to a limited reopener to discuss the language of this section and the pay structure of the premium pay. If the parties do not reach agreement during these discussions, the language of the 2021-2023 MOU shall remain in place for the term of the MOU.

ARTICLE II PAY PRACTICES

Section 1. Compensation for Employees

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

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 eight (8) 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 eight (8) 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. 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.

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

D. An employee in a part-time regular or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours 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. 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. ~~Standard performance shall earn a two (2) step increase. Effective June 1, 2015, a~~ A performance rating of “meets performance objectives” shall earn a one (1) 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 department head and shall be based on merit.

F. 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.

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

Section 4. Salary on Promotion

A. Except as modified by B., below, a regular, limited-term or probationary employee 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.

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 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, 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/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 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 physical disability or reasons other than unsatisfactory performance, 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 and merit increase eligibility date of the employee shall not change.

2. If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until

the maximum of the new range exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range, the salary of the employee shall be reduced to the maximum salary for the new class.

Y-RATE SCHEDULE

Years of Full-Time Continuous Service	Duration of Y-Rate
Less than 5 years	Two years from the date of reclassification
5 years but less than 10 years	Three years from the date of reclassification
10 years but less than 15 years	Four years from the date of reclassification
15 years but less than 20 years	Five years from the date of reclassification
20 years but less than 25 years	Six years from the date of reclassification
25 years or more	Seven years from the date of reclassification

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

Section 7. Salary on Reclassification

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

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

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

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

Section 8. Salary on Reemployment

A. A person who is 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 II, Section 2.C.

B. A former County employee on paid County retirement may be reemployed for not more than one hundred twenty (120) working days or nine hundred sixty (960) hours, whichever is greater, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

Section 9. Changes in Salary Allocation

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

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

A. 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.

B. Employees hired after June 29, 2001 will be required to authorize automatic deposit of his or her paycheck to a financial institution of the employee's choice.

C. Employees hired on or before June 29, 2001 that do not authorize automatic deposit will receive their pay check by U.S. Mail. The pay checks will be deposited in the U.S. Mail the day before the scheduled pay day. ~~Parties agreed to addition.~~

ARTICLE III GENERAL PERSONNEL PROVISIONS

Section 1. Probation

A. New Probation

1. Full-Time Employee

   a. A new or reemployed employee in a regular or limited-term position shall be placed on a new probation period for fifty-two (52) weeks from the date of appointment and ending with the first day of the pay period following completion of said period except as provided in section A.1.b below.

   b. A new or reemployed employee in a regular or limited-term position in the class of Public Assistance Investigator Trainee shall promote on the first day of the pay period following successful completion of the Specialized Investigators' Basic Course Academy (SIBC Academy), or an approved equivalent. Employees that have not met the above requirements within twenty-six (26) weeks will be terminated, or if applicable, returned to their former class.

2. Part-Time Employee

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

B. Promotional Probation

1. Any regular or limited-term employee who is promoted, excluding a temporary promotion, shall be placed on promotional probation except as provided in section B.2., below.

   a. A full-time employee in the Public Safety General Unit shall serve a probation period equal to the time period of the initial probation ending with the first day of the pay period following completion of said period. However, an employee who promotes to a class in the same series, shall serve a promotional probation period of twenty-six (26) weeks from the date of promotion ending with the first day of the pay period following completion of said period or

the remainder of any uncompleted new probation period, whichever is longer except as provided in section B.1.b below.

b. A full time employee promoting into a position as a Public Assistance Investigator shall serve a promotional probation period of fifty-two (52) weeks from the date of the promotion ending the first day of the pay period following completion of said period.

c. A part-time employee in the Public Safety General Unit shall be placed on promotional probation for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period. However, a part-time employee in the Public Safety General Unit who promotes to a class in the same series shall be placed on promotional probation for one thousand forty (1040) paid hours, exclusive of overtime or the remainder of any uncompleted new probation period, whichever is longer except as provided in section B.1.d. below.

d. A part-time employee promoting into a position as a Public Assistance Investigator shall serve a promotional probation period of two thousand eighty (2080) paid hours ending with the first day of the pay period following completion of said period.

e. A full-time employee in the Public Safety Supervisory Unit shall serve a probation period of fifty-two (52) weeks ending with the first day of the pay period following completion of said period. However, an employee who promotes from a class in the Public Safety Supervisory Unit to a class in the same series shall serve a promotional probation period of twenty-six (26) weeks from the date of promotion ending with the first day of the pay period following completion of said period or the remainder of any uncompleted new probation period, whichever is longer.

f. A part-time employee in the Public Safety Supervisory Unit shall be placed on promotional probation for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period except that for promotion from a class in the Public Safety Supervisory Unit to a class in the same series, the promotional probation period shall

be one thousand forty (1040) paid hours exclusive of overtime or the remainder of any uncompleted new probation period, whichever is longer.

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

3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's 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.

C. Failure of Probation

1. New Probation

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

2. Promotional Probation

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

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

c. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the previous class for the purpose of training for a promotion to a higher class. When an employee is returned to his or her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position other than

at the direction of the employee's 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 his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

3. An employee who alleges that his or her probationary release was based on discrimination by the County in violation of Article XVIII, NONDISCRIMINATION, may submit a grievance at Step 2 of the grievance procedure within ten (10) days after receipt of notice of failure of new 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.C., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand forty (1040) hours shall equal twenty-six (26) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.

2. When the Department Head or his/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 department to another in the same class without the approval of the Chief Human Resources Officer.

E. Extension of Probation Periods

1. The granting of an Official or Military Leave of Absence shall cause the employee's probation period to be extended by the

length of the Official Leave or by the length of the Military Leave in excess of fifteen (15) calendar days. If the employee is on probation, the extended probation period resulting from the Official or Military Leave of Absence shall end with the first day of the pay period after said extended date. An employee who is suspended shall have his or her probation extended by the length of suspension, with the extended probation period ending with the first day of the pay period after said extended date.

~~1.~~2. A new or promotional probationary employee who is on paid Administrative Leave shall have his or her probationary period extended by the length of the leave. If the extended probationary period ends in the middle of a pay period, the probationary period shall be extended to conclude on the final day of that pay period.

3~~2~~. The Chief Human Resources Officer shall extend the new or promotional probationary periods of incumbents appointed as a result of a selection procedure which is appealed. Such probationary periods shall be extended no longer than sixty (60) calendar days from the date on which the County receives the Appeals Officer's findings and decision. In the event an employee's probationary period is extended by the provisions of this Section, and such an employee has served a probationary period which is longer than the probationary period normally prescribed for new or promotional probation, such an employee may fail probation during the extended period only upon recommendation of the Appeals Officer and final determination of the Board of Supervisors.

4~~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 ninety (90) 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 AOCDS 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.

Section 2. Performance Evaluation

A. The County shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-

term full and part-time employees at least once 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 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. Any written response by the employee to the performance evaluation shall be attached to such evaluation in the official personnel files.

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.

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

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

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

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

Section 4. Status of Limited-Term Employees

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

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

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

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

E. 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. At any time before the temporary promotion is made, such employee may request to be reassigned to his or her former class. In such a case, the employee shall be reassigned within five (5) working days.

B. The 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 not to exceed eighteen (18) months.

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 eighteen (18) months.

Section 6. Reemployment of Employees on Disability Retirement

A. The County will advise employees retired for 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 who within two (2) years from the 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:

a person appointed to a regular position in the County service shall be removed from the list;

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;

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

Section 7. Reemployment of Regular Employee

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

Section 8. 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 agency/department to another.

Section 9. On-Duty Meals – Probation Department

A. The County shall provide meals to Probation Department sworn personnel employed in Probation Department residential care institutions and Probation Department juvenile institutions who are required to be on duty through their own meal period and to take their meals while supervising the activities of the residents.

B. The County shall provide reasonable reimbursement for meals for Probation Department sworn personnel in field assignments who are required by their supervisor to take their meal period while in custodial charge of a client.

C. During emergencies which require unusual amounts of overtime, Probation Department sworn employees who are required to work such excessive overtime shall be provided appropriate meals. The determination as to how such meals are provided and the amount authorized shall be at the discretion of the Probation Department.

Section 10. Transfer Policy for AOCDS Officers and Area Representatives

Management shall not, wherever practicable, assign an AOCDS officer or area representative to a different location if:

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

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

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

AOCDS will agree to provide a list of Area reps ~~upon Board of Supervisors adoption of the MOU and~~ within 30 days after any changes to the list occur.

Section 11. Training

A. Upon approval of the Department Head, employees may participate in various County sponsored training programs. The County and AOCDS will inform employees of these training programs.

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

ARTICLE IV 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 (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of sick leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately 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.

4. Except as required by law, extra help employees shall not earn sick leave. For those extra help employees who qualify for paid sick leave under Labor Code section 246, the first three days or 24 hours, whichever is greater, of annual leave taken each 12 month period will be considered sick leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014.

B. Permitted Uses of Sick Leave

Sick leave may be applied to:

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

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

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

4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family, provided that such absence shall be limited to a maximum of three (3) working days for each occurrence. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, 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, except as to extra help employees, who will be limited to three (3) days provided they meet the requirements set forth in the Healthy Workplaces, Healthy Families Act of 2014 (Labor Code sections 245-249). 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. Illness while on paid vacation will be charged to sick leave rather than vacation only under the following conditions:

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

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

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

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

7. Absence from duty because of personal emergencies or personal business not to exceed thirty (30) working hours during the fiscal year.

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

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.6., or B.8., above.

2. Absences which occur on a County holiday.

D. General Provisions

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

2. Except as prohibited by law, an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory 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.

3. Employees hired on or after July 15, 1977, shall not be eligible for any payoff of sick leave. Employees hired before July 15, 1977 are eligible for sick leave payoff under the following conditions:

a. Upon paid retirement or death, an employee or the employee's estate shall be paid for a portion of the employee's unused sick leave in an amount computed as provided below:

Years of Service	Percent of Unused Sick Leave Paid For
Less than 5 years	None
5 but less than 10	25%
10 but less than 15	50%
15 but less than 20	75%
20 or more	100%

Years of service as used herein shall be the equivalent of full-

time continuous service in a regular position. Employees who elect to take deferred retirement shall not be eligible for any benefits provided by this paragraph.

b. Not more than once in each fiscal year, an employee hired prior to July 15, 1977, who, as of date of request, is eligible for Tier I paid retirement and who has accumulated unused sick leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one-third (1/3) of all his or her accumulated sick leave, provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of sick leave paid shall be computed based on years of continuous service in accordance with Section 1.D.3.a., above. The employee's sick leave balance will be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.D.3.a.

c. Notwithstanding the provisions of 3.b., above, an employee hired prior to July 15, 1977 who, as of the date of request, is eligible for Tier I paid retirement and who has given irrevocable written notice of his or her intent to retire, may request that a payoff of his or her accumulated sick leave be made to his or her deferred compensation account with the County to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent permitted under the provision of 3.a., above. Such request must be made at least thirty (30) calendar days prior to the effective date of his or her retirement. Such payoff shall be made prior to the effective date of the employee’s retirement.

4. Employees hired on or after July 15, 1977, shall not be eligible for any benefits provided by Paragraph D.3., above.

5. Upon request of the County, negotiations shall be reopened to consider alternative sick leave incentive/control programs.

6. 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 sick leave earning rates. Notwithstanding the above, if an employee separates from the County and is rehired within one year from the date of separation,

previously accrued and unused paid sick days shall be reinstated to the extent required by law. The employee will also be entitled to use those previously accrued and unused paid sick days and to accrue additional paid sick days upon rehiring to the extent required by law.

Section 2. Bereavement Leave

~~Upon request, regular, limited-term or probationary employees shall receive necessary time off with pay, not to exceed five (5) days in any one (1) instance, to arrange for or attend a funeral of a member of their immediate family. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, step-child, grandparent, grandchild or legal guardian.~~

Effective the first day of the first full pay period following Board adoption of the 2021-2023 MOU, 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, civil-union 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 fulltime paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts [Note: double-shifts equate to two (2) regularly scheduled shifts], for each death, and employees who are in part-time paid status shall receive time off with pay, not to exceed the number of hours scheduled in a part-time employee’s normal workweek for each death.

C. Time off shall be taken in whole shift increments and may be taken nonconsecutively. Use of this leave must be completed 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.

Section 3. Authorized Leave Without Pay

A. Departmental Leave

A regular, limited-term or probationary employee may request a Departmental Leave Without Pay for a period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the department, except in cases where Official Leave has been authorized pursuant to Sections 10, 11.A., and 14 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 or annual leave prior to the obtaining of Departmental Leave shall be at the option of the employee.

B. Official Leave

1. Upon request, a regular, limited-term or probationary employee may be granted an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year except as provided in subsections 2. and 3., below. Such Leave may be authorized only after an employee's completion of a Departmental Leave and after all compensatory time and vacation accruals, or the portion of annual leave subject to 100% payoff 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 IV, Section 14, and applicable law, shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only after use of leave balances as specified below:

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

   b. When Official Leave involves the circumstances covered by Section 1, subsections.B.4, B.5 or B6 of this Article – after all accumulated compensatory time, vacation, sick leave (to the extent available to the employee for such use) and annual leave have been used;

   c. When Official Leave is used for all other reasons – after all accumulated compensatory time and vacation accruals,

and/or the portion of the annual leave subject to 100% payoff have been applied toward the absence. Use of annual leave beyond the leave balance subject to 100% payoff shall be at the discretion of the employee, subject to the annual leave provision.

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 14 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 with 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 department only where the employee is unable to initiate such action, except in cases where the provisions of Section 11.A. apply.

Section 4. Official Leave for Nonoccupational Disability

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

and childbirth provided that the employee meets the following conditions:

1. A medical statement 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 and vacation time and/or annual leave have been applied toward the absence.

3. Unless otherwise required by law, the employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours or more. (This provision does not apply to pregnancy disability leave.)

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

C. Unless otherwise required by law, an employee shall not be entitled to more than one (1) such Leave pursuant to this Section per twelve (12) month period.

Section 5. Absences Caused by Illness, Injury or Pregnancy

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

Section 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 I). An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury duty. Such requests shall be granted if practicable.

Section 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, 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 AOCDS Business

The County shall allow a regular, limited-term or probationary employee up to six (6) working days absence without pay during each fiscal year for the term of this Agreement to perform official AOCDS business, provided that:

A. AOCDS shall make a request to the employee's Department Head at least ten (10) days in advance.

B. AOCDS shall not request that such Leave be effective for more than four (4) employees on any workday.

C. 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.

Section 9. Absence Without Authorization

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

B. When the County believes an employee has been absent without authorization and the County plans to invoke the provisions of 9.A., above, the County shall send written notice by certified mail to the employee's last known address at least ten (10) calendar days prior to implementing an automatic resignation. Such written notice shall contain:

1. a statement of the County's intention to implement 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 automatic resignation shall be implemented.

C. An automatic resignation shall not be implemented if the employee responds to the notice before the effective date and 1) it was physically impossible for the employee to contact his or her department; or 2) the employee can show that it would be arbitrary, capricious or discriminatory to implement the automatic resignation.

D. An employee who responds prior to the effective date of the proposed action shall be sent written notice of any action taken pursuant to the notice of intent.

E. An employee who is permitted to continue his or her employment pursuant to subsection B. and/or C., 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 use of sick leave, compensatory time, vacation or other paid leave to cover the absences is appropriate

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

G. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.

H. Automatic resignation 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 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, compensatory time or annual leave subject to 100% payoff 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 or annual 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 Nonoccupational Disability Leave for the term of disability as provided in Section 4. of this Article.

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

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

Section 11. Workers' Compensation Leave

A. When an injury is determined to be job related in accordance with Article XII, a regular, limited-term or probationary employee shall be placed on Workers' Compensation Leave. If such determination cannot readily be made and all sick leave, vacation, or annual leave subject to 100% payoff has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.

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

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

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

3. accepts employment outside the County; or

4. accepts employment in another County position; or

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

6. is retired pursuant to Government Code provisions.

C. If practicable, an employee on Workers' Compensation Leave or 4850 Leave will give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks notice prior to the date he or she wants to return to work, the department shall not be required to return the employee to work until such notice is given; however, the department may waive the notice or reduce the notice period at its discretion.

Section 12. Catastrophic Leave

The County will administer a Catastrophic Leave procedure designed to permit individual donations of annual leave, vacation, compensatory and/or PIP 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 13. Leave for Attendance at Professional Conferences – Probation Department

A. Employees may request three (3) working days leave with pay each fiscal year for attendance at professional training conferences subject to the following conditions:

1. The request is made timely on the appropriate Department request forms.

2. The conference and training are job related, certified by Department-required entities and attendance meets Department's scheduling and business operation needs.

3. The workload in the employee's unit must be such that he or she can be spared without negative impact on the unit.

4. The employee's absence will not result in overtime for the employee or others.

5. The employee's workload is current and his or her performance is standard or above.

6. The employee pays all costs connected with the conference attendance, including registration, meals, transportation and/or

lodging, if any.

7. The employee agrees to provide within two (2) weeks following the conference a comprehensive report on the event through channels to Department-designated management or supervisory staff.

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

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

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

E. Attendance at conferences out of the general area will require approval under the County Travel Request Procedure and is not covered by this provision.

Section 14. Family Leave

A. General Provisions

1. Family Leave shall be granted to the extent required by law. The following provisions set forth certain of the rights and obligations with respect to 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/her job, except for leave taken for disability on 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 year of birth.

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

d. An employee's presence is needed to attend to a serious health condition of the employee's child, spouse, 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 AOCDS 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 department shall determine whether sick leave, annual leave, compensatory leave, 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 or annual leave shall be restricted to those circumstances which qualify under the provisions of Article IV., 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 in 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.

ARTICLE V 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. After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6240) regularly scheduled hours, the employee shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred twenty [120] hours per year), but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the employee's vacation accumulation account only upon completion of each pay period. No credit shall be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates County service.

C. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time County service, an employee in a regular or limited-term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred sixty [160] hours per year), under the same terms and conditions as under subsection B., above.

D. A new employee in a part-time regular or limited-term position shall earn pro rata vacation in fifty-two (52) week segments. At the conclusion of fifty-two (52) weeks of employment, the ratio of regularly scheduled hours paid to two thousand eighty (2080) shall be determined. The same ratio shall be applied to eighty (80) hours to establish the amount of vacation to be credited to the employee's account as of the conclusion of the pay period in which the fifty-two (52) week period ended. The same procedure shall be applied to each subsequent fifty-two (52) week period.

E. For employees in the Public Safety General Unit, the maximum allowable vacation credit may accrue at any one (1) time for a full-time employee shall be three hundred twenty (320) hours and a prorated amount equal to eight (8) weeks of vacation for part- time employees. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee’s vacation credit drops below the maximum allowed.

F. For employees in the Public Safety Supervisory Unit, the maximum allowable vacation credit may accrue at any one (1) time for a full-time employee shall be four hundred (400) hours and a prorated amount equal to ten (10) weeks of vacation for part- time employees. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee's vacation credit drops below the maximum allowed.

Section 2. General Provisions

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

~~A.~~B. Effective first day of the first full pay period following approval by the Board of Supervisors, employees in the Public Safety Supervisory Unit with Annual Leave balances and with ten (10) years of continuous full-time County service (20800 hours) may elect to use a maximum of fifty (50) Vacation hours during the fiscal year for approved time off and employees in the Public Safety General Unit with Annual Leave balances and with ten (10) years of continuous full-time County service (20800 hours) may elect to use a maximum of ninety (90) Vacation hours during the fiscal year for approved time off.

C~~B~~. An Official Leave of Absence shall cause the aforementioned ten (10) years (Article V, Section 1.C and F.) of full-time County service to be postponed a number of calendar days equal to the Official Leave.

D~~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 V, Section 1.C. and F.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.

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

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

G~~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.

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

I~~H~~. Illness while on paid vacation will be charged to Sick Leave rather than vacation only under the conditions specified in Article IV, Section 1.B.6.

J~~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 a Deputy Sheriff - Emergency Service, Election Board Officer or Election Night Help.

K~~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.

L~~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 earning rates.

Section 3. Vacation Cash Out

A. Vacation Cash Out Where Employee Has No Annual Leave Balances

1. For employees with no annual leave balances in the Public Safety General unit, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to twenty (20) hours each or one (1) increment of up to forty (40) hours. Such payment shall be made upon request unless the department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible.

2. For employees with no annual leave balances in the Public Safety Supervisory unit, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to forty (40) hours each or one (1) increment of up to eighty (80) hours. Such payment shall be made upon request unless the department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible.

B. Vacation and Annual Leave Cash Out Where Employee Has Annual Leave Balances

1. An employee with annual leave balances in the Public Safety General unit shall be permitted to cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of 70 hours, if the employee has more than 250 hours of accrued vacation hours at any point in the fiscal year.

2. An employee with annual leave balances in the Public Safety Supervisory unit shall be permitted to cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of 110 hours, if the employee has more than 290 hours of accrued vacation hours at any point in the fiscal year.

C. Vacation and Annual Leave Cash Out – Compensation Earnable

Vacation and/or annual leave cash outs are compensation earnable (pensionable) as allowed by law. Employees should contact AOCDS or OCERS for further details.

ARTICLE VI ANNUAL LEAVE

The Annual Leave provisions shall apply to regular and limited term employees hired on or after July 15, 1977 and before the~~is~~ 2017-2021 MOU was~~has been~~ adopted by the Board of Supervisors on January 4, 2019. ~~Employees hired prior to July 15, 1977 shall be covered by the Sick Leave and Vacation provisions of this Memorandum of Understanding.~~

Section 1. Cessation of Annual Leave, Transition Time Period to Use Annual Leave

A. Effective January 18, 2019~~the first day of the first full pay period following Board adoption of this 2017-2021 MOU~~, employees will no longer accrue annual leave. Instead, employees will accrue sick leave and vacation time pursuant to
Article IV, Section 1 and Article V, Section 1.

B. Annual Leave that has been accumulated prior to the adoption of this MOU may be retained, provided however, that an employee who needs to use sick leave or vacation must first use accrued annual leave prior to use of sick leave or vacation, until all annual leave has been taken, except for the Vacation hours that may be used pursuant to Article V, Section 2.B.

~~C. During the 90 day period beginning 30 days after the adoption of this MOU by the Board of Supervisors, employees will have a one-time opportunity to convert annual leave that has been accumulated prior to the implementation of this MOU to sick leave.~~

Section 2. Use of Annual Leave for Illness or Injury

A. Annual Leave may be applied to:

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

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

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

4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate

family. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, grandparent, or legal ward.

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, except as to extra help employees, who will be limited to three (3) days provided they meet the requirements set forth in the Healthy Workplaces, Healthy Families Act of 2014 (Labor Code sections 245-249). 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. Absence from duty because of personal emergencies not to exceed thirty (30) annual leave hours during the fiscal year.

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

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

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

Section 3. Use of Annual Leave for Vacation

A. Calendared annual leave, including vacations, 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.

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

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

service, except in cases of emergency.

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

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

Section 4. General Provisions

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

B. An Official Leave of Absence shall cause the aforementioned ten (10) years (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 toward the required ten (10) years (Section 1.C.) of County Service, with the part-time service being applied proportionately to the appropriate full-time interval.

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

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

F. 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 annual leave earning rates.

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

H. The parties will jointly monitor and review on a regular basis, the effectiveness

of the Annual Leave Plan to ensure that plan goals are met. The parties also acknowledge that in order to meet the goals of the Annual Leave Plan, refinements or changes may become necessary. If unanticipated consequences arise, the parties shall meet and attempt to mitigate those consequences. If it is found that the plan is not meeting the objectives, it may be discontinued. However, neither party shall have the right to unilaterally modify this agreement as a result of discussions prior to the expiration of the overall Memorandum of Understanding between the parties.

Section 5. Payoff of Unused Annual Leave

A. An employee in the Public Safety General Unit with over 600 hours of accrued annual leave shall be permitted to cash out seventy (70) hours of annual leave in a fiscal year upon request.

An employee in the Public Safety General Unit with 600 or less hours of accrued annual leave shall be permitted to cash out thirty-five (35) hours of annual leave in a fiscal year upon request. The employee may cash out up to an additional thirty-five (35) hours of annual leave in a fiscal year if determined by the Agency/Department to be economically and/or operationally feasible to do so at the time of request. In no event shall an employee be paid for more than 70 hours of annual leave in a fiscal year.

An employee in the Public Safety Supervisory Unit with over 600 hours of accrued annual leave shall be permitted to cash out one-hundred and ten (110) hours of annual leave in a fiscal year upon request.

An employee in the Public Safety Supervisory Unit with 600 or less hours of accrued annual leave shall be permitted to cash out fifty-five (55) hours of annual leave in a fiscal year upon request. The employee may cash out up to an additional fifty-five (55) hours of annual leave in a fiscal year if determined by the Agency/Department.

To be economically and/or operationally feasible to do so at the time of the request. In no event shall an employee be paid for more than 110 hours of annual leave in fiscal year.

B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below.
Notwithstanding the above, any annual leave taken off during the final two (2) pay periods of employment with the County will be deducted from the annual leave payoff provisions set forth above. This provision shall not apply to the use of family leave, pregnancy leave, workers compensation leave, or other statutorily protected leave during the final two (2) pay periods of employment.

C. A Public Safety General unit employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

Years of Service	Maximum Payoff
Less than 3 years	160 hours maximum paid at 100%
3 but less than 10 years	240 hours maximum paid at 100%
10 or more years	A maximum of 1600 hours of the accrued annual leave balance has cash value. 320 hours are paid at 100%; the remaining balance, after the 320 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance.

Notwithstanding the above, no employee may receive a payoff paid at 100% that exceeds 320 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Section 1.E. If an employee has less than 320 vacation hours, the amount of annual leave hours that the employee will be paid at 100% from the annual leave accrual will be the difference between 320 and the amount of vacation hours that the employee has accrued. (Accrued vacation that is taken as time-off for purposes of retirement (See Article V, Section 2), will be considered as a payoff for purposes of this provision). Employees with 10 or more years of service will be eligible to receive pro-rated payouts at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1600 hours.

D. A Public Safety Supervisory Unit employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

Years of Service	Maximum Payoff

Less than 3 years	240 hours maximum paid at 100%
3 but less than 10 years	320 hours maximum paid at 100%
10 or more years	A maximum of 1600 hours of the accrued annual leave balance has cash value. 400 hours are paid at 100%; the remaining balance, after the 400 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance after deducted from the 1600 maximum.

Notwithstanding the above, no employee may receive a payoff paid at 100% that exceeds 400 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Section 1.F. If an employee has less than 400 vacation hours, the amount of annual leave hours that the employee will be paid at 100% from the annual leave accrual will be the difference between 400 and the amount of vacation hours that the employee has accrued. (Accrued vacation that is taken as time-off for purposes of retirement (See Article V, Section 2), will be considered as a payoff for purposes of this provision). Employees with 10 or more years of service will be eligible to receive pro-rated payouts at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1600 hours.

E. Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service shall be prorated.

An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100%. The remaining balance (up to the allowed maximum less the hours taken as time off) shall be paid in accordance with the annual leave payoff provisions above.

ARTICLE VII HOLIDAYS

Section 1. Holidays Observed

A. Except as modified below, County employees shall observe the following holidays:

202119: ~~Martin Luther King, Jr's Birthday, January 21~~
~~Lincoln's Birthday, February 12~~
~~Washington's Birthday, February 18~~
~~Memorial Day, May 27~~
Independence Day, July 5~~4~~
Labor Day, September 6~~2~~
Columbus Day, October 11~~4~~
Veteran's Day, November 11
Thanksgiving Day, November 25~~8~~
Day after Thanksgiving, November 26~~9~~
Christmas Day, December 24 (Observed)~~5~~
New Year's Day, December 31 (Observed)

202220: ~~New Year's Day, January 1~~
Martin Luther King, Jr.'s Birthday, January 17~~20~~
Lincoln's Birthday, February 12
Washington's Birthday, February 21~~17~~
Memorial Day, May 30~~25~~
Independence Day, July 4
Labor Day, September 5~~7~~
Columbus Day, October 10~~2~~
Veteran's Day, November 11
Thanksgiving Day, November 24~~6~~
Day after Thanksgiving, November 25~~7~~
Christmas Day, December 26 (Observed)~~5~~

202331: New Year's Day, January 2 (Observed)~~1~~
Martin Luther King, Jr.'s Birthday, January 16~~8~~
Lincoln's Birthday, February 12
Washington's Birthday, February 20~~15~~
Memorial Day, May 29~~31~~

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

C. When a holiday falls on a Sunday, the next day shall be observed as the holiday, except as noted in E. below.

D. When Christmas Day or New Year's Day fall on a Saturday, the Friday immediately preceding shall be observed as the holiday, except as noted in F. below.

E. 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.

F. When Christmas Day or New Year'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 or January 1, as part of his or her normal work schedule. In such cases the employee may, with department approval, observe the holiday on December 25 or January 1. 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 or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay. With County approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.

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

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

for the holiday.

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

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

Section 3. Holiday Pay

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

B. On each of the holidays designated above, each 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.

C. 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.

D. Compensation for Work on Holidays

1. An employee who is required to work on Columbus Day, Veteran's Day, Day after Thanksgiving, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked. Work performed on a holiday which is overtime as defined in Article I, Section 1., shall be compensated as provided in Article I, Section 2.C.1.

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 D.1. or 2. of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.

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

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 I, Section 2.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 shall be reimbursed for each mile driven in the performance of his or her duties during each monthly period as follows:

A. Except as provided below, the reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.

B. The reimbursement rate for an employee in the class of Deputy Probation Officer I, Deputy Probation Officer II Senior Deputy Probation Officer, Supervising Probation Officer, and Supervising Juvenile Correctional Officer shall be the differential rate of ten (10) cents per mile above the standard IRS mileage rate.

C. For an employee in the class of Deputy Juvenile Correctional Officer I, Deputy Juvenile Correctional Officer II and Senior Juvenile Correctional Officer, Deputy Coroner, Senior Deputy Coroner, Supervising Deputy Coroner, Park Ranger I, Park Ranger II, Supervising Park Ranger I, and Supervising Park Ranger II, who drives two-hundred fifty (250) or more miles in any calendar month in the performance of his or her duties, the reimbursement rate shall be the differential rate of ten (10) cents per mile above the standard IRS mileage rate for each mile driven that month in the performance of his or her duties.

D. Effective ~~the first day of the first full pay period following Board adoption of the MOU~~January 18, 2019, an employee in the Public Assistance Investigator series who is authorized to use a private automobile in the performance of duties shall be paid as follows, subject to the current Vehicle Rules and Regulations established by the Board. The per mile reimbursement rate shall be a flat rate, set at the higher of the IRS rate or the highest rate which applies to any represented employees of the County.

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

Section 2. Mileage Reimbursement – Claims Less Than $10

An employee who is required by the County to furnish a privately owned

vehicle for the performance of his or her duties shall receive a minimum of ten (10) dollars in any month in which actual mileage is incurred but the actual mileage reimbursement would otherwise be less than ten (10) dollars. Employees may be eligible for the minimum mileage reimbursement if all of the following conditions are met:

A. The employee has actually worked eighty (80) hours in the month;

B. The employee used their vehicle and has filed a claim for mileage reimbursement;

C. The department/agency has certified that the employee was required to use the employee's privately owned vehicle to perform the essential functions of the employee's job.

Section 3. Transportation Supplement – Public Assistance Investigator Series

Effective August 2020, the County shall pay a five hundred fifty ($550) dollar annual transportation expense allowance to employees in the Public Assistance Investigator series employed as of August 1 each year who are regularly required to use a private vehicle in their employment. Additionally, the County shall pay five hundred fifty ($550) dollars to employees in the Public Assistance Investigator series who drive more than six thousand (6000) miles on County business in a fiscal year. Eligible employees must submit a claim on or before August 31 of each year.

Employees in the Public Assistance Investigator series who drives their private vehicle in the performance of County duties shall be reimbursed for their insurance deductible, up to a maximum of one thousand dollars ($1,000) in the event of an on-duty vehicle accident or damage to the vehicle.

In order to receive reimbursement, the employee shall provide to the department sufficient proof of the insurance deductible amount, a copy of the police crime or accident report or a memo if no report is applicable, and a receipt showing the deductible amount was paid by the employee before reimbursement will be made to the employee.

Should the employee receive future reimbursement of the deductible amount from another source, it shall be the responsibility of the employee to return the amount previously reimbursed to the Department.

Section 4. 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 5. Boots

Employees in the below listed classes who are required to furnish their own safety work boots shall be eligible for reimbursement up to a maximum of three hundred ($300) dollars per fiscal year.

Park Ranger I
Park Ranger II
Supervising Park Ranger I
Supervising Park Ranger II

Section 6. Educational and Professional Reimbursement

A. Objective

The Educational and Professional Reimbursement Program is designed to encourage employees to continue their professional development through a variety of opportunities. In order to qualify for the program, one or more of the following criteria must be met:

- Related to the work of the employee's position or occupation
- Prepares the employee to transition to an alternate County occupation
- Prepares the employee for advancement to positions of greater responsibility in the County

In addition, items eligible for reimbursement must have the reasonable potential for contributing to achieving County business objectives.

B. Eligible Employees

All regular full-time, part-time, limited-term, and probationary employees performing their jobs satisfactorily are eligible for reimbursement.

C. Reimbursement Eligibility

1. The following are eligible for reimbursement:

a. Courses related to obtaining a degree (AA, BA, BS, Masters, Ph.D.)

b. Accredited certificate programs

c. Vocational skills program

d. Courses related to obtaining or maintaining business related certifications, licenses, or accreditation

e. Courses related to preparing to take tests to obtain business related certifications, licenses, or accreditation

f. Professional conferences, conventions, and seminars that are related to business objectives

g. Fees related to obtaining and/or renewing a license, including special drivers' licenses

h. Fees related to certifications or accreditations

i. Fees related to taking professional examinations

j. Professional association membership fees

2. In general, any courses taken through the program must be taken on employee time. However, at the discretion of the Department Head or designee, a course may be taken on County time when it specifically meets a business need, and is not available during the employee's non-work hours.

3. Courses are not eligible for reimbursement if they:

a. Are taken to bring unsatisfactory performance up to an acceptable level;

b. Are taken to acquire skills or knowledge which the employee was deemed to have when appointed;

c. Duplicate available in-service training; and/or

d. Duplicate training which the employee has already had.

D. Nature of Reimbursement

1. Reimbursement may be made for all required fees, registration, and other costs related directly to the approved educational or professional expense. This may include, but is not limited to, books, class materials, lab fees, testing fees, parking, and

processing fees.

2. Expenses for travel, meals, and lodging are not reimbursable, however, the Department Head or designee may authorize payment for these items when it meets their business needs and is budgeted in their travel expense budget.

3. For degree programs, reimbursement shall be made to the employee upon completion of the course with a minimum final grade of C or its equivalent in an undergraduate course, or B or its equivalent in a graduate level course.

4. Reimbursement for non-graded courses shall be made upon completion of an approved course and proof of payment.

5. Public Service Institute (PSI) courses are not eligible for reimbursement.

6. If an employee is receiving reimbursement for another source that covers a portion of the costs, the County will only pay the remaining amount, after other reimbursements are exhausted.

7. The maximum reimbursement that may be received by eligible employees in one fiscal year shall be $10,000~~$4,000~~.

E. Request Procedure

1. The employee shall apply for approval of reimbursement through normal supervisory channels on forms provided by Department.

2. The employee's Agency/Department Head shall either approve the application or deny it based on the criteria set forth in this policy.

3. Upon completion of an approved course, or payment of fees for approved memberships, licenses, certifications, or accreditations, the employee shall furnish proof of payment, and proof of grade (where applicable) to the Agency/Department Head as soon as possible.

4. Upon approval by the Agency/Department Head, the Auditor Controller shall issue a warrant to the employee for reimbursement.

ARTICLE IX DISCIPLINARY ACTION

Section 1. Reprimand and Substandard Performance Evaluation

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

B. A written reprimand or substandard performance evaluation (i.e., a rating of "Does Not Meet Objectives") given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

Section 2. Emergency Suspensions of Five Days or Less

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

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

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

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

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

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

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

1. a description of the proposed action and its effective date(s);

2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;

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

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

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

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

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

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

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

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

F. An employee shall receive written notice either sustaining, modifying or cancelling a proposed suspension or reduction prior to the effective date of such action except that such written notice may be given after the imposition of suspensions pursuant to Section 2., above.

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

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

Section 4. Suspension

A. No regular, limited-term or probationary employee shall be suspended

except for reasonable cause.

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

C. In accordance with the provisions of 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 5. Reduction

A. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability 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 for reasons of unsatisfactory performance or physical disability shall be initiated at the Step 2 of the grievance/appeal procedure; except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

Section 6. Discharge and Right of Appeal

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

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

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

Section 7. Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to

take, 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.

Section 8. Investigatory Meetings

A. Employees covered under the Public Safety Officers Procedural Bill of Rights Act (Cal. Government Code § 3300 et. sec.) are entitled to rights at the investigatory meeting to the extent required under that statute.

B. An employee in the Deputy Coroner series who is required to attend an investigatory meeting shall receive advance notice of such meeting. Such notice shall include:

1. A statement of the reasons for such meeting, including the subject matter and the fact that the meeting could lead to discipline, and

2. A statement of the employee's right to representation.

C. For employees in the Deputy Coroner series, all investigatory meetings shall be scheduled to allow an employee a reasonable opportunity to obtain representation. Whenever practicable, such notice shall be given at least three (3) working days prior to the meeting.

D. An employee may represent himself or herself or may be represented by AOCDS in an investigatory meeting. An employee in the Deputy Coroner series is not entitled to be represented by privately retained counsel at the meeting.

ARTICLE X GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1. Scope of Grievances

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

B. Specifically excluded from the scope of grievances are:

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

2. matters which have other means of appeal;

3. position classification;

4. a performance evaluation rating of “Meets Performance Objectives” or better.

Section 2. Basic Rules

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

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

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

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

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

F. Every reasonable effort shall be made by the employee and the County to resolve a grievance/appeal at the lowest possible step in the grievance/appeal procedure.

G. No claim shall be granted for retroactive adjustment of any grievance prior to sixty (60) calendar days from the date of filing the written grievance.

H. In order to encourage frank discussion and compromise in attempting to resolve grievances and other labor disputes, the County and AOCDS agree that the files of the respective parties concerning such matters shall be confidential, except that this shall not restrict any access that either party might otherwise have to the other's files.

I. If, within three hundred sixty-five (365) days of the initial request for a grievance/appeal, the County and AOCDS have not yet calendared the final applicable step in the grievance/appeal process, including arbitration if applicable, the grievance is considered withdrawn and resolved. This three hundred sixty-five (365) day time limitation applies to any and all types of grievances, including, but not limited to, disciplinary appeals. It also applies to the calendaring of any and all arbitrations, regardless of whether arbitration is the final step or the only appeal in the grievance/ appeal process. The final step in the grievance/appeal process and arbitration need not actually occur within the three hundred sixty-five (365) day window, provided they are timely calendared as required herein.

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. To be considered a grievant in a group grievance, each employee must be individually identified as a grievant when the grievance is submitted at Step 1.

Section 4. Electronic Submission of Grievances

A. AOCDS and its authorized representatives may electronically submit grievances and appeals on behalf of its members.

B. All grievances and appeals shall be submitted on County-designated forms via email to the County's Employee & Labor Relations office at the designated email address provided by the Director of Employee & Labor Relations. A courtesy copy should be electronically submitted to the applicable Department HR Manager.

C. AOCDS shall submit grievances and appeals on the County's grievance form along with any attachments. All documents and attachments corresponding to the grievance should be in the same email submission. If AOCDS submits the grievance documentation from an AOCDS staff representative or on their behalf from an AOCDS-authorized staff member using an official AOCDS email account, no signature on the form itself shall be required. AOCDS and the County agree that alternative forms of electronic signature from AOCDS-authorized representatives are acceptable.

D. AOCDS shall redact or remove any non-essential sensitive personally identifiable information and personal health information before making an electronic submission to the County. Examples include: full date of birth, full social security numbers, full taxpayer-identification number, full credit card or debit numbers, driver's license numbers, and the full names of clients or minors. AOCDS should substitute non-sensitive and de-identified placeholders (e.g., initials of minors) if needed to make a document(s) more understandable. AOCDS should note whether e-filed documents are not in a native format due to redactions or modifications on the grievance form or attachment(s).

E. AOCDS submissions will be considered timely filed if the County's email system time stamp reflects that the entire document, in compliance with this Agreement, was received before 11:59 p.m., Pacific Time Zone on the due date prescribed by the applicable Memorandum of Understanding. After 11:59 p.m. on the due date is considered the beginning of the next day.

F. Generally, the County will not excuse an untimely filing due to technical difficulties, e.g., (a) problems with a user's internet service provider, telephone lines, hardware, or software; or (b) rejection of a document because it contains a virus.

G. AOCDS may submit the grievance in person at Human Resource Services (HRS) Reception (currently at the Hall of Administration at 333 W. Santa Ana Blvd, Santa Ana) only during HRS' normal business hours. In-person documents must be filed before close of business on the due date.

H. The County shall send AOCDS a confirmation e-mail message referencing receipt of the grievance or appeal submission. AOCDS should contact Employee & Labor Relations if such receipt is not received within 2 business days of submission.

Section 54. Employee Representation

A. An employee may represent himself or herself or may be represented by AOCDS in the formal grievance/appeal procedure. AOCDS members are not entitled to be represented by privately retained counsel during the grievance process or arbitration hearing.

B. If an employee chooses not to be represented by AOCDS, AOCDS may have a representative present at Step 2 of the grievance/appeal procedure and/or arbitration and, if necessary, shall have the right to present AOCDS's interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance. The decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and AOCDS.

Section 65. Time Off for Processing Grievances/Appeals

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

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

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

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

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

2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work if his or her supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant/appellant or representative is employed.

However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:

   a. the representative checks in and checks out with the supervisor of the unit; and
   b. such investigation does not unduly interfere with the work of the unit.

Section 7~~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 8~~7~~. Grievance/Appeal Steps

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

Step 1: Agency/Department Head

An employee may formally submit a grievance to the agency/department head 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, agency/department head or his or her designee(s) shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The County shall, whenever practicable, notify the grievant if more than one (1) management representative shall attend the Step 1 grievance meeting.

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 rating of "Does Not Meet Objectives;"

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

d. a written reprimand; or

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 the 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.

Section 9~~8~~. Referrals to Arbitration

A. Grievances

1. If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. Within 30 days of the submission of the arbitration request, the arbitration hearing date shall be calendared, unless the parties agree to extend the time allowed for calendaring. If mediation is going to be held and the grievance is not settled through the mediation process, the arbitration hearing date shall be calendared within 30 days of the mediation, unless the parties agree to extend the time allowed for calendaring. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance, subject to Section 2(I) above~~.~~

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

B. Disciplinary Appeals

1. Submission Procedure

a. If an appeal from suspension or reduction is not settled at Step 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 an employee or by a representative of AOCDS and shall be submitted in writing.

d. The issues in all disciplinary appeals shall be: Was (employee's name) suspended/reduced/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article ~~I~~X, Section 9~~8~~. of the MOU?

e. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Chief Human Resources Officer, an arbitrator shall hear the appeal.

2. Findings of Facts and Remedies

a. Findings of Facts

An arbitrator's decision shall set forth the findings 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 - All Disciplinary Actions (Other than Discharge)

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 employee shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.

c. Remedies - Discharges

1. 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.
2. 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.

3. Restoration of pay and benefits shall be subject to reimbursement of all unemployment insurance and additional 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 III, Section 1.C.3. shall be as follows and shall be submitted consistent with Section 8.A., above.

a. Was the probationary release of (employee's name) in whole or in part the result of discrimination in violation of Article XVII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and AOCDS?

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

2. Findings of Facts and Remedies

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

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

1. The probationary release may be sustained.

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

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

D. General Provisions

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

2. The cost of a court reporter shall be shared equally in all cases by the County and the appealing party except when the appealing party alleges discrimination under Article XVIII, in which case the County shall bear the full cost. When the grievance involves both discrimination and other arbitrable issues, the proper division of costs shall be based on D.1. above.

3~~2~~. Grievance/Appeal hearings by an arbitrator shall be private.

4~~3~~. Arbitration appeal hearings of suspensions of less than forty (40) hours shall be limited to two (2) days unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The

two (2) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer.

54. 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.

65. 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.

76. 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.

87. 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~~8~~. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions and irrelevant and unduly repetitious evidence shall be excluded.

10~~9~~. The County shall be allowed to have one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times.

11~~0~~. The parties agree to forego the use of briefs and transcripts whenever practicable, except that any party may opt to file a closing brief in lieu of an oral closing argument. The parties agree to, whenever practicable, forgo the use of a court reporter in arbitrations resulting from a suspension.

12~~1~~. The decision of the arbitrator shall be final and binding on all parties.

13~~2~~. As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may mutually agree to submit a grievance/appeal to mediation. A request for mediation may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. A request for mediation will automatically suspend the normal processing of a grievance until the mediation process is completed or the request is denied. The County shall respond to a request for mediation within thirty (30) calendar days. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal, considered advisory and shall not be admissible evidence in any arbitration that should follow. Within seven (7) calendar days after completion of the mediation process or denial of a request for mediation, an arbitration request may be filed pursuant to Section 8.A. or B., above.

ARTICLE XI LAYOFF PROCEDURE

Section 1. General Provisions

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

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

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 makes such an offer in writing to the employee.

Section 2. Order of Layoff

A. When a reduction in the work force is necessary, employees in regular positions and those occupying limited-term positions at the direction of their 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.

B. Layoffs shall be made by class within the 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 the department.

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

Employment Status	Layoff Order
First - Temporary Promotion	Determined by Department
Second - New Probationary	Determined by Department
Third - Regular/Promotional Probationary	Layoff Points

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

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

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

Section 3. Computation of Layoff Points

Seniority Points:

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

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

Demerit Points:

For a rating of “Does Not Meet Objectives” on the last “Performance Evaluation Report,” for the class currently held by the employee, the employee shall earn two-hundred sixty (260) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be applied to an

employee seeking to enter a lower class through voluntary reduction in lieu of layoff.

Layoff Points:

Layoff points shall be computed by subtracting demerit points, if any, from seniority points.

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 regularly scheduled day of work following actual receipt of the notice to notify their department in writing of their intent to exercise rights under this Section.

Employees whose third regularly scheduled day of work is more than three (3) calendar days after receipt of the notice shall have three (3) calendar days, excluding weekends and holidays, to notify their department of their intent to exercise rights under this Section;

and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

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

3. Failure by an employee to respond to his or her department pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class and that the employee's hire date stated in the layoff notice was correct.

4. No employee action or inaction referred to in this Section shall be considered a waiver of an employee's right to file grievances concerning any matter within the scope of the grievance procedure.

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

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

Section 7. Reemployment Lists

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

1. Persons Laid Off

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

2. Persons Who Exercise Their Rights Under Section 5.

The names of persons who exercise their rights under Section 5. shall be placed on 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.

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 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 the 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 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 in the Public Safety General Unit 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 AOCDS and affected employees upon reasonable request.

Section 8. Status on Reemployment

A. An employee who has been laid off under the provisions of this Article and is subsequently reemployed in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:

1. All sick leave and annual leave credited to the employee's account when laid off or unpaid annual leave 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 III, Sections 1.B.1. and 1.B.2. 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 is subsequently reemployed, within a two (2) year period from the date of reduction, in a regular or limited-term position in the class from which the employee reduced shall receive the following considerations:

1. The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay, or at the step on the salary range closest to, but which does not exceed, the employee's salary in the lower class, whichever is higher.

2. The merit increase eligibility date shall be reestablished as determined by the Chief Human Resources Officer.

3. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.

C. An employee who is voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a class higher than the one from which the employee was reduced shall receive the following considerations:

1. The employee shall be deemed returned to the class from which the employee had been reduced as provided in B., above.

2. The employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.

ARTICLE XII ON-THE-JOB INJURY, WORKERS' COMPENSATION

Section 1. Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of County employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code Section 4600 et seq

Section 2. Disability Payments and Leave

Whenever an eligible 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 be placed on Workers' Compensation Leave. Employees shall receive compensation provided by or equal to California Labor Code Section 4850 (see Section 3 below) or Workers' Compensation Supplement Pay (see Section 4 below).

Section 3. 4850 Rate of Pay

The following classifications shall be compensated for the time period and rate provided by or equal to California Labor Code Section 4850:

6005GS Deputy Coroner
6007GS Senior Deputy Coroner
6550GS Public Assistance Investigator
7400PS Deputy Juvenile Correctional Officer I
7401PS Deputy Juvenile Correctional Officer II
7402PS Senior Juvenile Correctional Officer
7405PS Deputy Probation Officer I
7408PS Deputy Probation Officer II
7409PS Senior Deputy Probation Officer

6011GM Supervising Deputy Coroner
6551GM Supervising Public Assistance Investigator
7403PM Supervising Juvenile Correctional Officer
7413PM Supervising Probation Officer

Section 4. Workers' Compensation Supplement Pay

A. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment,

eligible employees in the following classifications shall receive workers' compensation supplement pay which, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year including holidays:

3034GS Park Ranger I
3035GS Park Ranger II
6548GS Public Assistance Investigator Trainee

3036GM Supervising Park Ranger I
3037GM Supervising Park Ranger II

B. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued sick leave, compensatory time, annual leave and/or vacation, in that order.

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

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

E. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.

F. Nothing in this provision shall be construed as waiving any right to greater benefits which may be available pursuant to Labor Code Section 4850.

Section 5. Use of Leave Balances After Exhaustion of 4850 Pay or Workers Compensation Supplement Pay

When an employee is no longer entitled to receive workers' compensation supplement pay (see Section 3) or 4850 Rate of Pay (see Section 4), the employee may, at his or her option, use annual leave, sick leave, compensatory time, and vacation, in that order, if the employee is compelled to be absent from duty as set forth in Paragraph A., above. If an employee uses such leave balances while receiving workers' compensation temporary disability benefits, only annual leave, sick leave, compensatory time or vacation leave balances used shall be counted toward the calculation of County seniority and determination of sick leave and vacation earning rates.

Section 6. 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.

Section 7. Notification of Injuries in the Line of Duty

The County will notify AOCDS of Cal/OSHA-recordable fatalities, injuries, and illnesses as soon as practically possible under the circumstances. The notification will include the individual's name, the date of the injury, the type of injury, and the facility, department or division where the injury occurred.

If the injured individual is a "privacy concern case," as defined by 8 C.C.R. Section 14300.29, then the notification will include a statement that the injured individual is a privacy concern case, as well as the date of the injury, the type of injury, and the facility, department or division where the injury occurred.

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 AOCDS 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. AOCDS shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.

C. Any employee who either does not receive an answer to a safety-related question from his or her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the County Safety Officer.

D. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Safety Officer. During the period that the Safety Officer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Officer concludes the task complained of is safe, the employee shall perform the work as instructed.

E. The County shall furnish all equipment which is necessary for employees to perform their job in a safe manner.

F. Wherever practicable, the County shall provide the necessary first aid kits in each location.

G. Wherever practicable, the County shall provide first aid training for one (1) employee at each new work location.

Section 2. Safety Inspection

During inspection of County facilities conducted by the State Division of Occupational Safety and Health for the purpose of determining compliance with the California OSHA requirements, an AOCDS 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 AOCDS to meet at least once a month, upon request, with a County designated supervisor or manager for each County facility to discuss matters affecting employee health and safety.

B. The number of Safety Representatives at each facility shall be determined as follows:

1. For facilities with fewer than one hundred (100) Bargaining Unit employees, one (1) Safety Representative may be selected.

2. For facilities with one hundred (100) or more Bargaining Unit employees, one (1) Safety Representative may be selected for each one hundred (100) Bargaining Unit employees or for each fraction thereof.

C. A Safety Representative who has received a safety or health complaint shall be given reasonable time off without loss of pay to gather appropriate information on such complaint provided that:

1. The Safety Representative obtains permission from his or her supervisor prior to performing such work and reports back to the supervisor when the work is completed.

2. The Safety Representative shall not leave his or her job to perform such work unless his or her supervisor determines that the employee's absence will not unduly interfere with the work of the unit in which the employee is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized Safety Representative must go into another section or unit to gather information regarding a safety or health complaint, the Safety Representative shall be permitted to do so provided that:

a. the Safety Representative checks in and checks out with the supervisor of the unit; 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. If the complaint is not resolved, a grievance may be filed at Step 2 of the grievance procedure

ARTICLE XIV UNIFORMS AND SPECIAL EQUIPMENT

A. The County will continue the current system of providing clothing, uniforms, and special equipment for all groups of employees in the Units who are currently provided such items.

B. The County and AOCDS will establish a working group to review the issue of required uniforms for classifications in the Probation Department. The working group will commence its work within 45 days of the adoption of the 2021 MOU. The working group will strive to complete its work, including making recommendations to the Chief Probation Officer, no later than 180 days after commencement. Any proposed changes resulting from this review will be at the sole discretion of the Chief Probation Officer.

The working group may continue to work on required uniform issues in the Probation Department after the 225 days has passed upon agreement of both parties.

ARTICLE XV AOCDS AND EMPLOYEE RIGHTS

Section 1. Employee Rights

The County shall not hinder or discipline an employee for exercising any rights or benefits provided in the Memorandum of Understanding.

Section 2. Payroll Deduction

A. Membership dues of AOCDS members in this Representation Unit and insurance premiums for such AOCDS sponsored insurance programs as may be approved by the Board of Supervisors shall be deducted by the County from the pay warrants of such members. The County shall promptly transmit the dues and insurance premiums so deducted to AOCDS.

B. AOCDS shall notify the County, in writing, as to the amount of dues uniformly required of all members of AOCDS 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 AOCDS with a listing of all current employees in this Unit. Such file shall include employee name, job classification, agency/department, timekeeping location, salary range and step. The County shall also provide AOCDS with any other information needed pursuant to Article XX, Section 5. AOCDS agrees to pay all costs necessary to providing such lists.

Section 4. Use of Bulletin Boards

Space shall be made available to AOCDS on departmental bulletin boards within the Representation Unit provided such use does not interfere with the needs of the department and material posted is not derogatory to the County, County employees or other employee organizations. Notice shall be dated and signed by the authorized representatives of AOCDS responsible for its issuance.

Section 5. Use of County Facilities

AOCDS may, with the approval of the Chief Human Resources Officer , 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.

ARTICLE XVI MEMBERSHIP FEE COLLECTION

Section 1. Dues/Service Fee

A. Each employee in the Representation Unit hired by the County on or after June 1, 2018, must make an affirmative election in order to, become a member of AOCDS. AOCDS must notify the County in writing of any new employee that joins.

B. The County shall rely on the notification of new membership and election of dues deductions supplied by AOCDS. AOCDS will indemnify the County from any claim of wrongful deduction made by an employee based on the County's reliance on the notice provided.

C. Pursuant to the notification provided by AOCDS in Section 1. A. and B. above, the County will deduct the amount of dues and service fees as determined by AOCDS and any change shall be implemented by the County in the first pay period which commences thirty (30) days after written notice of the change is received by the Chief Human Resources Officer.

D. AOCDS must notify the County of any employee requesting to be removed from AOCDS membership within a reasonable period of time. AOCDS will indemnify the County from any claim that fees were wrongfully collected as the results of its failure to notify the County of membership changes.

E. The forgoing is to reflect the parties understanding of its rights, responsibilities, and duties under the following statutes:

Government Code Sections 1152, 1157.3, 1157.12 and SB 866.

The parties reserve all rights it may have under these statutes.

Section 2. Management Responsibilities

A. Payroll Deductions

The County shall deduct the dues or service fee from twenty-six (26) bi-weekly pay warrants of each covered employee in the Representation Unit. All dues and service fees deducted hereunder shall be promptly transmitted by the County to AOCDS.

B. Notification of Change of Status

The County shall notify AOCDS promptly of any employee who, because

of a change in employment status, is no longer a member of the Representation Unit or subject to the provisions of this Article.

ARTICLE XVII MANAGEMENT RIGHTS

The County retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law. Such rights shall include, by way of example but not limitation, the right to manage the County and direct the work force, including the right to hire, select, discipline, transfer and assign work. Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.

ARTICLE XVIII NONDISCRIMINATION

Section 1.

The County and the Association of Orange County Deputy Sheriffs 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.

AOCDS shall not discriminate in membership or representation as required by state and federal law.

ARTICLE XIX POSITION CLASSIFICATION

Section 1. The Establishment of New Classes

The County will provide AOCDS an information copy of the new class specification for any proposed class relevant to this Bargaining Unit. The County agrees to meet and confer with AOCDS in an attempt to reach agreement on the salary range and probation period for any such proposed class before submitting the class to the Board of Supervisors for adoption.

Section 2. Reclassification of a Position

A. Sections 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 to the appropriate class. Classification Maintenance Reviews are excluded from the provisions of Sections 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.

C. By mutual agreement, the County may contract with a consultant to carry out Classification Maintenance Reviews. Provisions of Section 5. will apply.

Section 3. 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, denial of request or forwarding of the request to Human Resource Services with a recommendation that a classification study be conducted.

a. 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 AOCDS for consideration.

b. If Human Resource Services studies a position at the employee's request as provided above and the employee does not agree with the County's decision, the employee may submit the request to AOCDS.

Step 3: After receiving an employee request for study, AOCDS may request in writing that Human Resource Services conduct a classification study of the position or refer the matter to a consultant, as provided in Step 4. Such requests are to be timely.

Step 4: 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.

a. If the study is justified and the request is made under Step 2.A., the employee shall be given a Position Description Form within fifteen (15) days. Within one hundred twenty (120) calendar days after Human Resource Services receives the completed Position Description Form, Human Resource Services shall notify AOCDS of the appropriate classification of the position.

b. If the study is justified, and the request is made under Step 2.B., Human Resource Services shall complete the study in thirty (30) days and communicate the results to AOCDS. If the study is not completed within thirty (30) days, upon request of AOCDS the matter shall be referred to a consultant under the provisions of Section 5. of this Article.

c. If the study is not justified, the County shall notify AOCDS within fifteen (15) days. AOCDS may accept the County position that the study is not justified or may request a consultant review as provided in Section 5.

Section 4. Limitations on Concurrent Studies

A. The County shall not be required to initiate a study if the total number of positions currently requested by AOCDS for reclassification studies plus the new request exceeds twenty-five (25) positions.

B. The numerical 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.

C. In the event of a major layoff of County employees, all time limits in Section 3. of this Article shall be extended forty-five (45) days.

Section 5. Review of Disputed Position Classification Decisions

A. If the County does not respond at the end of the appropriate time period as specified in Section 3., Step 4 of this Article or AOCDS does not agree with a position classification decision of the County after the steps in Section 2. or 3. of this Article have been followed, the issue may be presented to a classification consultant for advisory review. Other provisions notwithstanding, no more than fifty (50) positions may be referred to a consultant per fiscal year except that any maintenance study done by a consultant shall not be included.

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 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 4 of the procedure described in Section 3., 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 AOCDS members. The cost of the consultant shall be shared equally by the County and AOCDS.

Section 6. Classification Review

During the term of the 2021 MOU, the County agrees to review the following classification series:

- Review of the Deputy Coroner occupational series classification structure and classification specifications for potential updates to Special Requirements section and review of the hazard pay. The review shall commence its work within 120 days of adoption of the 2021 MOU. Human Resource Services will

strive to complete its review no later than 180 days after commencement of the study.

- Conduct classification and market study for the Public Assistance Investigator occupational series classification specifications to determine if classes are appropriately structured. The review shall commence its work within 120 days of adoption of the 2021 MOU. Human Resource Services will strive to complete its review no later than 180 days after commencement of the study.
- Conduct a review of changes to the regular duties of and population served by the Deputy Juvenile Correctional Officer series to determine if classes are appropriately structured and/or titled. The review shall commence its work within 210 days of adoption of the 2021 MOU. Human Resource Services will strive to complete its review no later than 180 days after commencement of the study.
- Conduct classification and market study for the Park Ranger occupational series. The study will review internal equity for comparable classifications in OC Parks as well as a review of the external markets of the surrounding jurisdictions. The review shall commence its work within 120 days of adoption of the 2021 MOU. Human Resource Services will strive to complete its review no later than 180 days after commencement of the study.

Any proposed changes resulting from these classification reviews will be at the sole discretion of the County and in accordance with the Personnel and Salary Resolution.

ARTICLE XX INSURANCE

~~As of the date of Board of Supervisors adoption of this MOU, employees in these representation units participate in the County health plans. Effective January 1, 2020, employees in these representation units will be transitioned to the AOCDS Medical Trust, pursuant to the terms and conditions set forth below.~~

~~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 of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:~~

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

~~b. Employee and Dependent Coverage - seventy (70) percent of the total health plan premium for each employee and such employee's eligible dependents or seventy-five (75) percent of the employee's premium if the employee completes the Healthy Steps (wellness incentive) program.~~

~~c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.~~

~~3. Employees who elect the Sharewell Choice PPO plan will not only have their insurance premium fully paid by the County but will also receive a payroll credit per plan guidelines. In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Healthy Steps 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 the Sharewell Choice PPO plan:

   a. Employee Only Coverage – forty-five (45) percent of the employee's premium or fifty (50) percent of the employee's premium if the employee completes the Healthy Steps (wellness incentive) program;

   b. Employee and Dependent Coverage – thirty-two and one-half (32.5) percent of the total health plan premium for each employee and such employee's eligible dependents or thirty- seven and one-half (37 1/2) percent of the total health plan premium for each employee and such employee's eligible dependents, if the employee completes the Healthy Steps (wellness incentive) program.

   c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. The County will pay the following percentage of the premium for employees electing the Sharewell Choice PPO plan:

   a. Employee Only Coverage – one hundred (100) percent 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 changesin marital status, such as legal separation or divorce, within 30 days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this program during the period in which the employees were ineligible due to legal separation or divorce.

D. Dual Coverage: If two married employees are enrolled in separate health plans neither employee may be covered as a dependent on their employee spouse's health plan. Eligible employees may choose to enroll in different health plans and choose to cover eligible dependent children on one or both health plans, subject to employee contributions for coverage.

E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law, the County shall continue to pay health insurance premiums as provided in A and B, above, to the extent required by applicable law.

F. For employees who are on approved leave which meets the requirements of Pregnancy Disability Leave pursuant to Government Code section 12945, the County shall continue to pay health insurance premiums as provided in A and B above, to the extent required by applicable law.

G. Effective January 1, 2008, active employees are pooled separately from retirees for purposes of setting premiums for participation in County-offered health plans.

Section 2. Health Plan Enrollment

A. New eligible employees hired on or before November 1, 2019 will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan will be enrolled in the Wellwise Choice PPO Health Plan, employee only. Eligible part-time employees failing to elect a plan will be enrolled in the Sharewell Choice PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work unless required by state/federal law. Upon return to work, coverage will become effective the first day of the month following thirty (30) days from the date of return unless otherwise required by state/federal law.

B. Terminated employees prior to January 1, 2020 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 as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or by other state/federal law.~~

~~C. 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.~~

Section 1~~3~~. ~~AOCDS~~ Medical Insurance ~~Trust Fund~~

A. Effective January 1, 2020, all active employees in these Representative Units will be enrolled in AOCDS medical benefit plans which shall provide medical benefits similar to those offered by the County.

~~New employees hired on or after December 2, 2019 shall be enrolled on the first day of the month following employment.~~

B. 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 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.

C. Employees retiring on or after January 4, 2019~~Board of Supervisors adoption of the MOU~~ shall be enrolled in the AOCDS Medical Trust. The effective date of enrollment shall be either the first day of the month following January 4, 2019~~BOS adoption~~ or the first of the month following retirement, whichever is later. Employees retiring before January 4, 2019~~the Board of Supervisors adoption of this MOU~~ shall remain enrolled in County-offered health plans.

Section 2. Medical Insurance Contribution

A. Effective the first payday in December 2019 (Pay Period 25 – December 13, 2019) the County shall contribute a composite rate of $1,395 per month for each full-time enrolled, regular, limited-term, and probationary employee on paid status in this unit, except as noted in C, D, E, F, and G below.

For employees hired on or after December 2, 2019, the County contributions will be effective for the first day of the month following the date of employment or of the insurance start date, whichever is earlier.

B. Effective July 1, 2022 the County shall contribute a composite rate of $1,591 per month for each full-time enrolled, regular, limited-term, and probationary employee on paid status in this unit, except as noted in C, D, E, F, and G below.

AOCDS agrees not to reduce employees/participants payroll deductions on or before June 29, 2023, unless monthly premiums are reduced by the health plan vendor at renewal. AOCDS will give reasonable notice and provide notification from health plan vendors to the County documenting any reduction in premiums by health plan vendors. In addition, AOCDS agrees not to give a rate/premium holiday to employees/participants on or before June 29, 2023. A rate/premium holiday means a month-over-month elimination of the payroll deduction.

C. The County's medical insurance contribution for a part-time employee whose normal workweek consists of at least twenty (20) hours shall be one half (1/2) the rate for a full-time employee. No contribution shall be made for an employee whose normal assigned hours are reduced to less than twenty (20) hours in a full workweek.

D. The County shall contribute one half share of the monthly medical insurance contribution for enrolled employees, prorated over twenty-six (26) pay periods each year. The amount of the contribution each month will be based on the number of pay periods in that month. The contributions shall be determined by counting any employee in a paid status during some portion of the pay period.

E. The County shall contribute the actual costs of coverage for Employee Married to Employee. For two employees to be eligible for enrollment in this status, they must both be working full-time, be enrolled in one health plan, and one employee must enroll as a subscriber and the other as a dependent, and abide by all terms and conditions of the EME Program. The County shall contribute to the AOCDS trust fund when the subscriber is a member of one of these representation units.

F. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law, the County shall continue to make medical insurance contributions as described in A., B., C., and D., above.

G. 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 make medical insurance contributions as provided in A, B, C, D, and E above, to the extent required by applicable law.

Section ~~3~~3. AOCDS Medical Benefits Insurance Trust ("Trust")

Where the requirements in this section are the same in this MOU and the Peace Officer Unit and Supervising Peace Officer Unit MOU, the intent is to only create one obligation regarding these requirements.

~~B~~A. The Trust shall provide medical benefits similar to those offered by the County. The plans shall include at least one PPO or POS and one HMO option. The parties agree that the County has no interest in Trust assets, including Trust reserves.

B~~C~~. 1. AOCDS shall maintain a medical insurance trust for the sole purpose of providing medical insurance benefits, which can include medical prescriptions and/or vision care, for employees and retirees in the AOCDS representation units and other agreed upon units or groups. Said trust fund shall be administered by trustee(s) designated by AOCDS. Funds in said trust shall not be co-mingled with AOCDS funds. AOCDS employees and their dependents and retired AOCDS employees and their beneficiaries may participate in the Trust subject to the same eligibility requirements as County participants in Section ~~4.I~~-3.I. AOCDS as the employer and its employees and its retirees shall collectively contribute into the Trust for the full cost of their medical benefits, and no County contributions shall be used towards their premiums or administrative fees. AOCDS shall defend, indemnify, and hold the County harmless from any claims or legal actions arising out of the participation in the Trust of AOCDS employees or their dependents or retired AOCDS employees or their dependents or beneficiaries. It is intended that the administration of the trust shall survive the expiration of this agreement or loss of representation status by AOCDS.

2. Insurance coverages provided through the Trust with monies contributed by the County shall be made available by AOCDS to all employees in the representation units and retirees of the representation units on an equal basis regardless of membership status.

3. Monthly premiums for all participating retirees including retired AOCDS employees, dependents and beneficiaries must be at least ten (10) percent higher than the active employee premiums.

4. The Trust shall operate their insurance programs in accordance with applicable State and/or Federal laws and regulations related to the

administration of the Trust. By October 31st of each year, the Board of Trustees of the Trust shall provide the County with correspondence verifying their compliance with applicable law.

5. The Board of Trustees of the AOCDS Medical Benefits Trust shall annually provide to the County with the following for active and retiree participants:

   a. A side-by-side comparison of the plan names used by the insurers and the plan names used by the Trust;

   b. The Summary of Benefits Coverage (SBC) for each plan offered to active employees and retirees;

   c. Summary of enrollment by active employees and retirees by plan and by tier;

   d. The actual monthly premiums charged by the health plan carrier detailed by active employees, retirees, and Medicare-eligible retirees; and

   e. The actual Grant amounts paid towards the retiree health plan premiums and Medicare part "B" reimbursements.

6. The Trust shall operate with adequate internal controls and accounting practices, and shall have written policies and procedures. This includes a documented anti-fraud program and disaster recovery program.

7. The parties acknowledge that the Board of Trustees may negotiate with health insurers for a Premium Stabilization Reserve ("PSR") or similar program held by the insurer with the goal of smoothing exposure to claims, risk and utilization fluctuations in a manner relative to the actual experience of the blended pool. The PSR is used by the insurer to reduce the volatility of risk in plan costs from year to year. Any disbursement(s) determined by the Board of Trustees from the PSR fund shall return to the Trust. Upon termination with the insurer any balance in the PSR will be returned to the Trust pursuant to the contractual agreement with the insurer.

~~D~~C. Annually the Board of Trustees and the County shall obtain a certified financial statement audit of the Trust. See auditor selection in Section ~~4~~3.G. The audit of the Trust shall be conducted in accordance with generally accepted auditing standards as determined by the auditor. Contained in the audit report will be the CPA's independent opinion as to whether the financial statements are in

conformity with generally accepted accounting principles. The report shall be provided simultaneously to the Trust and the County no later than December 1st of each year or as soon thereafter as is reasonably feasible to both parties.

1. The audited Statement of Changes in Net Assets Available for Benefits shall contain separate line items for each of the following items:

   a. County Contributions for Active Participants;
   b. County Contributions for Retiree Grants;

   c. Participant Contributions made by County employees;

   d. Participant Contributions made by County retirees;

   e. Participant Contributions made by County COBRA participants;

   f. Total Contributions Made By AOCDS for AOCDS Active Participants, AOCDS COBRA Participants, and AOCDS Retirees;

   g. Group Insurance Premiums Paid for County Active Participants;

   h. Group Insurance Premiums Paid for County Retiree Participants;

   i. Group Insurance Premiums Paid for County COBRA Participants, and

   j. Group Insurance Premiums Paid by AOCDS for AOCDS Active Participants, AOCDS COBRA Participants, and AOCDS Retirees.

2. The CPA shall communicate in writing to the Trust and the County any significant matters which come to their attention during the audit of the Trust, such as material weaknesses and significant deficiencies in design or operation of internal controls, illegal acts, or significant fraud risks.

3. For any significant matters and internal control deficiencies identified by the CPA, the Trust should provide the County with a status of the corrective actions taken to address the findings every six months until the findings have been fully addressed by the Trust.

~~E~~D. The auditor selected to perform the joint financial statement audit in Section ~~4C~~3.C shall during the same period as the financial statement audit perform the following agreed upon procedures in accordance with applicable AICPA (American Institute of Certified Public Accountants) standards (standards are determined by the auditor) and shall issue a report on the procedures at or near the time the financial statement audit report is issued. The procedures shall be performed for the same

plan year as the plan year audited in Section ~~4C~~3.C and agreed upon jointly by the Trust and the County prior to the start of the audit.

1. Confirm that retiree premiums set by the health plan carriers are at least ten (10) percent higher than active employee premiums paid during the plan year;

2. Confirm that retiree Grant amounts are only being used for the medical trust premiums or Medicare part "B" premiums and are not being used to offset any other costs and are not being used for any other purpose during the plan year;

3. Confirm that medical premiums paid during the plan year for AOCDS employees, AOCDS COBRA participants, and AOCDS retirees, their dependents, and beneficiaries are 100% funded by contributions made by AOCDS and its employees, COBRA participants, and retirees. Confirm that during the plan year no County contributions were used to pay the cost of premiums or administrative fees.

4. Confirm that direct and indirect costs incurred during the plan year by AOCDS are allocated in a reasonable manner to the Trust.

5. The auditor shall use at a minimum a sample size of 45 and a sample selection from at least one month of each quarter of the audited year.

~~F~~E. The parties understand that the trust reserves are assets, inclusive of the balance in any PSR, and may act as a Stabilization Reserve for trust participants. The trust reserves are an accumulation of money participants have contributed to the Trust for the purpose of but not limited to paying toward costs of premiums, administrative costs, and trust reserves. It serves as a hedge against unfavorable claim fluctuations and helps smooth higher than anticipated premium cost increases for trust participants. It may also be used to assist with payment toward premiums for trust participants in the periods between increases in County contributions, to make modifications to the health plan that are in the interests of trust participants or unexpected cost increases due to ACA mandatory changes that may increase premiums in a contract year, and to enable consideration of new health care delivery formats. Trust reserves are necessary to enable the Trust to pay off any deficit of any premium stabilization fund with an insurer, when the Trustees consider it beneficial to change insurers.

During the term of this MOU, the Trust shall- have an actuarial study prepared at the end of plan year June 30, 2022 to determine the appropriate level of trust

reserves. A copy of the final report shall be provided to the County no later than January 31, 2023.

F. The Trust shall every three years beginning with the Trust plan year ending June 30, 2020~~17~~ have a report prepared by an independent certified public accountant selected by the Trust and who shall not be the same auditor performing the joint audit under ~~s~~Section ~~4(C)~~ 3.C outlining the methods used to calculate the amount of administrative fees and expenses paid by the Trust to AOCDS and to third party administrators. The Trust shall provide a copy of the report to the County.

G. The auditor for the audit in ~~s~~Section ~~4C~~3.C and for the agreed upon procedures in ~~s~~Section ~~4D~~3.D shall be selected every three (3) years as follows: the Trust will recommend at least three (3) independent licensed CPA firms with experience and expertise in the auditing of benefits trusts for the County's consideration. A County representative may review the selected auditor's submissions of minimum qualifications and selected criteria listed below. The County representative may not make or retain a copy. The Trust will ensure that the three (3) selected auditors will have the following minimum qualifications:

a) Ten years of experience in public accounting
b) Experience in providing audit services for benefits trusts
c) Licensed and in good standing with the CA Board of Accountancy

AOCDS will evaluate the auditor candidates on the following criteria but not limited to:

a) Offeror's Background, General Description and Organization Structure
b) Qualifications and Experience in Conducting Audits of Benefit Trusts
c) Proposed Cost
d) Staffing Experience
e) Implementation Plan/Project Schedule – ability to meet timelines
f) Overall Responsiveness and Accuracy and Completeness of the Offeror's Proposal Questionnaire
g) Degree of Compliance with Proposed Contract terms and conditions

If any of the three (3) CPA firms does not submit a proposal or is unable to perform the work, the Trust will provide a replacement CPA firm(s) to the County to ensure the County has three (3) qualified CPA firms to select from. The County shall make the selection of the licensed CPA firm (the "Independent Auditor") to conduct the audit from the list provided by the Trust. The Trust and the County will enter into a dual agency agreement with the Independent Auditor, whereby the Trust and the County shall be considered joint clients of the Independent Auditor. Such dual agency agreement will provide the Trust and the

County with equal access to any and all data used by the Independent Auditor in preparing its report, and an equal right to request information and data of the Independent Auditor. The Trust and the County will share the cost of the audit, agreed upon procedures and other related costs equally. The independent audit is to be conducted each Fiscal Year with the audit report to be presented by the Independent Auditor to the Trust and the County by December 1st or as soon thereafter as is reasonably feasible to both parties. The Independent Auditor will have access to attend the Trust meetings as relevant to the audit purposes. A selected CPA firm shall not use the same lead engagement or auditing partner for the audit, if that firm has performed the audits for the prior six consecutive fiscal years.

If either the County or AOCDS choose to terminate the contract with the auditor prior to that contract expiring, the parties will then begin the process outlined above to select a replacement auditor.

~~I~~H. The Trust shall defend, indemnify and hold the County harmless from any claims or legal action brought by employees in these representation units arising out of, or in any way related to, medical insurance or benefits provided pursuant to this section. This obligation shall not arise with respect to any claim or legal action brought by AOCDS or employees concerning coverage overlap between the respective County and the Trust plans.

~~J.~~I All regular, full-time, limited-term, part-time (at least twenty [20] hours per week), and probationary employees in classifications represented by AOCDS shall be enrolled in AOCDS medical benefit plans the first of the month following hire date.

Eligible employees failing to elect coverage within thirty (30) days of employment or eligibility (whichever is earlier) or failing to maintain medical coverage through the Trust offered medical plans will be automatically enrolled in the lowest cost Trust medical plan as employee only. No employee in a classification represented by AOCDS shall be eligible for County Health insurance plans except in the capacity as an eligible dependent while on unpaid leave of absence.

~~K~~J. The Trust shall have an open enrollment at least once a year.

~~L.~~K The Trust shall provide Active and Retiree premium amounts for each Plan and tier to the County by the first month of each plan year.

~~M~~L. The waiting period for medical insurance coverage of new employees may not exceed sixty [60] days and must meet all requirements for waiting periods under state and federal law, regulations and guidelines.

~~N.~~M The Trust may not terminate their medical insurance plans during the term of the MOU. In the event the MOU expires and no labor agreement exists, the medical plan will continue unless and until the Trust provides ninety [90] days notice of intent to terminate coverage to participating County employees and the County. Under the immediate above circumstance, the County will permit employees to enroll in the plans available to County employees. The Trust shall be responsible to pay for all claims during the time of coverage based on the date services were incurred. If the Trust terminates medical plan coverage, the County will terminate its contribution to the Trust fund 30 days prior to plan termination.

~~O.~~N Employees eligible for coverage under a Trust plan as a result of change of County representation unit shall be enrolled without regard to pre-existing conditions of illness or injury for plan benefits for themselves or their enrolled dependents.

~~P.~~O Employees eligible for coverage under a County health plan as a result of change of County representation unit shall be enrolled without regard to pre-existing conditions of illness or injury for plan benefits for themselves or their enrolled dependents.

~~Q~~P. Plan eligibility shall terminate at the end of the calendar month in which any of the following occur, except as noted in 2, below:

1. Employee terminates.

2. Change of representation units not participating in the Trust. Plan eligibility shall terminate on the last day of the month following thirty (30) days from the effective date of the representation unit change.

3. Disenrollment of a dependent (for the dependent). However, this will not operate to interfere with a former employee's right to continue insurance coverage at his/her option as provided for under law.

~~R~~Q. Coverage under the County plans or the Trust plans shall be determined on the basis of the date that services were incurred.

~~S~~R. The Trust agrees to provide all data to the County's actuary as is reasonably necessary to perform an actuarial valuation within ninety (90) days of receiving the request, subject to the actuary's execution of an appropriate confidentiality agreement.

\ Section 4. Medical Insurance Contribution

A. Effective the first payday in December 2019 (Pay Period 25 – December 13, 2019) the County shall contribute a composite rate of $1,395 per month for each full-time enrolled, regular, limited-term, and probationary employee on paid status in this unit, except as noted in B, C, D, and E below.

For employees hired on or after December 2, 2019, the County contributions will be effective for the first day of the month following the date of employment or of the insurance start date, whichever is earlier.

B. The County's medical insurance contribution for a part-time employee whose normal workweek consists of at least twenty (20) hours shall be one half (1/2) the rate for a full-time employee. No contribution shall be made for an employee whose normal assigned hours are reduced to less than twenty (20) hours in a full workweek.

C. The County shall contribute one half share of the monthly medical insurance contribution for enrolled employees, prorated over twenty-six (26) pay periods each year. The amount of the contribution each month will be based on the number of pay periods in that month. The contributions shall be determined by counting any employee in a paid status during some portion of the pay period.

D. The County shall contribute the actual costs of coverage for Employee Married to Employee. For two employees to be eligible for enrollment in this status, they must both be working full-time, be enrolled in one health plan, and one employee must enroll as a subscriber and the other as a dependent. The County shall contribute to the AOCDS trust fund when the subscriber is a member of one of these representation units.

E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law, the County shall continue to make medical insurance contributions as described in A., B., C., and D., above.

F. All requirements of the AOCDS Medical Insurance Trust Fund pursuant to the terms and conditions set forth in Article XIII, Section 4 of the Peace Officer Unit and Supervising Peace Officer Unit MOU between the County and AOCDS shall apply to the AOCDS Medical Insurance Trust Fund for the employees in these Representative Units.

Section 45. Other Insurance Coverage

A. Effective October 27, 2017, AOCDS shall maintain a trust fund administered in compliance with applicable state and federal law, for the purpose of providing optional benefits including but not limited to, dental, disability and other welfare benefits for employees in regular or limited term positions in the Representation Units.

B. The County shall, on a biweekly basis, forward AOCDS thirty cents ($0.30) for each regular hour worked by all employees in these Representation Units.

B.C. AOCDS agrees to apply the County's entire contribution for these Representation Units only toward the benefits for employees in these Representation Units.

D. Insurance coverages provided through the trust fund with monies contributed by the County shall be made available by AOCDS to all employees in the Representation Unit on an equal basis regardless of membership status.

E. AOCDS shall indemnify and hold the County harmless from any claims or legal actions brought under this Section.

F. Not more than once each contract year, upon written request, the trustees of the trust fund will provide the County with correspondence verifying the trust fund's compliance with applicable law during the previous contract year. Not more than once each contract year, the trustees shall also, upon written request, provide the County with the following:

1. Upon completion, a copy of the annual independent financial report of the trust fund by a certified Public Accountant and form 5500

2. The annual report shall include the following information:

   a. the actual cost of benefits provided by the trust fund;

   b. member contributions to the cost of benefits provided by the trust fund;

   c. rate increases by carriers for the immediately preceding year of insured benefits provided through the trust fund, if applicable (or, if not included in the report, these shall be provided separately);

   d. a summary of other trust fund expenditures; and

e. the beginning and ending cash balances of the trust fund.

3. The annual report shall be provided to the County within thirty (30) days of either the County's written request or the report's completion, whichever shall last occur.

4. A letter from the Certified Public Accountant for the trust fund verifying that the transaction of the trust fund during the preceding year have been reviewed, that payments have been made consistent with contractual agreements, and that required tax returns have been filed in accordance with applicable laws.

Section 5~~6~~. Premium Only Plan

The County will administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted by state and federal law, regulations, and guidelines. Under the plan, an employee's gross taxable salary will be reduced by the amount of his or her share of the premium costs of County-provided health insurance coverage as permitted by state and federal law, regulations, and guidelines.

Section 6~~7~~. Accidental Death and Dismemberment Insurance

The County shall provide basic accidental death and dismemberment insurance in the amount of one hundred thousand dollars ($100,000) for all Public Safety General Unit and Public Safety Supervisory Unit employees without proof of insurability. The policy shall provide benefits for death or dismemberment occurring in the line of duty. Such insurance will be subject to the limitations of liability contained in those insurance policies.

Section 7~~8~~. Retiree Medical Grant

Effective the first day of the first full pay period in July 2020, the Retiree Medical Grant benefit shall be frozen. Employees shall not accumulate additional service hours towards eligibility for the Retiree Medical Grant. Only employees with ten (10) or more years of credited service as of the effective date shall be eligible. Cost of living adjustments (COLAs) and age adjustments shall cease.

A. Retiree Medical Grant Eligibility

1. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan ("the Plan") for employees to include a Retiree Medical Grant (Grant) or a lump sum benefit (Lump Sum) as set forth below. New employees hired on or after the first day of the first full pay period in July 2020 are not

eligible for the Grant. New employees hired on or after June 23, 2006 are not eligible for the Lump Sum. The Plan does not create any vested rights to the benefits on the part of any employee, retiree, or any other person.

2. Upon paid County retirement, if eligible, a retiree shall receive a Retiree Medical Grant (Grant). The Grant may be applied only towards the cost of retiree and dependent coverage in an AOCDS or County- offered retiree health insurance plan and/or Medicare Part A and/or B premiums as provided below.

   a. Upon implementation of the Plan, for eligible retirees the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year during retirement, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County retiree health plan premiums no later than the effective dates of such change, not to exceed three (3) percent per year. No increase shall be applied to the Grant for those employees who retire on or after the first day of the first full pay period in July 2020. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums.

   b. The Grant will be adjusted as follows:

      The Grant will be reduced by seven and one-half percent (7 ½%) per year for each year of age the employee is less than age 60, based upon the employee's age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date.

      The Grant will be increased by seven and one-half percent (7 ½%) per year for each year of age the employee is greater than age 60, based upon the employee's age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirements, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date.

      Section 8.A.2.b. shall not apply to Safety classifications or disability retirements.

Section 8.A.2.b. shall not apply to other employees in these Represented Units on or after the first day of the first full pay period in July 2020.

1. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B, or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to September 12, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

c. ~~For employees retiring on or after Board of Supervisors adoption of the MOU~~ Retiring employees shall be provided a one-time opportunity of thirty (30) calendar days from the date of retirement to enroll in an AOCDS offered health plan or Medicare. 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 an AOCDS health plan.

B. Retiree Medical Plan Lump Sum; Termination; Phase Out

1. An employee who was employed by the County prior to June 23, 2006 and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with B.2 below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after June 23, 2006.

2. An employee who is employed by the County prior to June 23, 2006, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to June 23, 2006. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regularly paid hours immediately preceding June 23, 2006.

3. Receipt of the Grant shall permanently revoke any claim to a Lump

Sum benefit even if the retiree subsequently terminates participation in a County or AOCDS 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 the first day of the first full pay period in July 2020 are not eligible for the Grant. Employees who were employed by the County with 10 or more years of credited service towards the Grant prior to the first day of the first full pay period in July 2020 shall still be eligible for the Grant. Employees with less than ten (10) credited years of service shall not be eligible for the Grant. For an employee who was employed by the County the first full day of the first full pay period in July 2020, any hours of service performed in periods on or after the first day of the first full pay period in July 2020 shall not be included as a part of the credited serv~~e~~ice towards the Grant eligibility requirements.

2. Accrual of credited service towards the Grant amount shall be frozen on or after the first day of the first full pay period in July 2020.

3. Hours of service performed in periods before August 1, 1993 shall be counted toward credited service only if the employee is employed by the County from August 1, 1993 until retirement.

4. Retiree must have retired with at least ten (10) years of credited County service except as provided in C.4.a.,b.,c., and d. below:

   a. A retiree who, receives a service-connected disability retirement pension under OCERS prior to the first day of the first full pay period in July 2020, 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 prior to the first day of the first full pay period in July 2020 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 who has less 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 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.

5. All eligible retirees and enrolled dependents who are age sixty-five (65) or older or eligible for Medicare, i.e. early Medicare, 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 enrolled in Medicare Part A to be eligible to receive the Grant.

6. 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. For employees who defer retirement, the terms and conditions governing the Grant are based on the provisions in place at the time of deferral.

b. An employee who is not eligible for paid retirement at the time he or she separates from County service and elects deferred retirement status shall not become eligible for participation in the Grant.

7. For purposes of this Section, a full year of credited service shall be based upon those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service. Hours of service performed in periods before August 1, 1993, shall be counted toward credited service only if the employee has been 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 and who qualifies for a monthly retirement allowance shall be eligible

for fifty (50) percent of the Grant authorized for the retiree.

2. A surviving eligible retiree who qualifies for a monthly retirement allowance who was married to a retiree who was also eligible for a Grant shall receive the survivor benefit described in D.1., above, or his or her own Grant, whichever is greater. Such retiree shall not be eligible for both Grants.

Section ~~8~~9. General Provisions

A. AOCDS shall administer their health insurance program for retirees subject to the requirements set forth in this MOU.

B. Retiree health plan premiums shall be 10% higher than active employees' health plan premiums.

C. AOCDS shall provide to the County all information necessary for the County to administer the Plan including, but not limited to, retiree health insurance enrollment information, verification of Medicare enrollment and verification of the premiums for all health insurance plans.

D. In order to resolve discrepancies within the Grant, the County will provide AOCDS the Grants and supporting data for all AOCDS retirees, and AOCDS will work with the County to resolve any discrepancies prior to the information being provided to the actuary or auditor.

Section ~~9~~10. Health Reimbursement Arrangement

Effective the first day of the first full pay period in July 2020, a Health Reimbursement Arrangement (HRA) will be made available for current and future employees in these bargaining units. The County and the HRA administrator, with the oversight of the Health Reimbursement Account Advisory Committee, shall administer the program subject to the requirements set forth in the Health Reimbursement Arrangement Plan Document. County will contribute three (3) percent of each eligible employee's bi-weekly base salary to fund the HRA.

Effective the first day of the first full pay period following Board adoption of the 2021-2023 MOU, County will contribute three and a half (3.5) percent of each eligible employee's bi-weekly base salary to fund their Health Reimbursement Account Plan.

Effective July 1, 2022, County will contribute four and a half (4.5) percent of each eligible employee's bi-weekly base salary to fund their Health Reimbursement Account Plan.

Effective January 13, 2023, County will contribute five (5) percent of each eligible

employee's bi-weekly base salary to fund their Health Reimbursement Account Plan.

~~A. Reopener as a Result of the ACA~~

~~The County may reopen negotiations on this Article[1] and other provisions of the MOU (eg., Flexible Spending Accounts in Article XXV), for purposes of addressing issues resulting from the implementation of the Patient Protection and Affordable Care Act (ACA), including but not limited to, the potential impact of the Excise Tax (commonly known as the "Cadillac Tax") on high cost employer-sponsored health coverage. Federal administrative agencies have not yet issued definitive guidance regarding the Excise Tax which is expected to begin in 2022. The parties acknowledge that some of the benefits provided in the MOU may be included in the coverage to which the Excise Tax liability may apply. As a result, the issues that likely need to be addressed are: which health group plan coverages must be taken into consideration for purposes of this tax, how to calculate this tax, and what steps, if any, can be taken to avoid payment of the Excise Tax (eg., modification of benefits).~~

~~The County will not be responsible for the payment of any Excise Tax on health coverage from unit members' enrollment in County-sponsored health plans.~~

~~[1] Section 3 of this Article will not be reopened unless (and only to the extent that) its provisions are impacted by the ACA.~~

ARTICLE XXI DEFINED CONTRIBUTION

An employee in a regular position may, at his or her request, participate in the County's Section 457(b) Defined Contribution Plan.

ARTICLE XXII RETIREMENT

Section 1. Retirement Benefit Levels for Probation Safety Members for the Probation Officer and Juvenile Correctional Officer series

A. For Safety Members Hired Prior to January 1, 2013 and for Safety Members Hired on or After January 1, 2013 who are Considered "Legacy Members" of OCERS within the Meaning of PEPRA.

1. Probation Department safety employees will be provided the 3% at 50 retirement formula as set forth in Government Code Section 31664.1

   a. For employees hired on or before September 20, 1979, the retirement allowance will be computed on the highest one(1) years 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 upon the employee's highest three (3) years of compensation per Government Code section 31462.1

B. For Employees Hired on or After January 1, 2013 who are Considered "New Members" Within the Meaning of PEPRA.

1. The retirement formula will be the "2.7% at 57" retirement formula described in Government Code section 7522.25(d), 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.

Section 2. Retirement Contributions for the Probation Officer and Juvenile Correctional Officer series

A. Members' normal and cost of living contribution rates will be established and adjusted subsequent to and in accordance with state law and 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 actuary.

C. Employees will pay the full member contribution for each of the benefit plans provided by the County.

Section 3. Retirement Benefit Levels for the Deputy Coroner, Public Assistance Investigator, and Park Ranger series

A. For Employees Hired Prior to January 1, 2013 and for Employees Hired on or After January 1, 2013 who are Considered "Legacy Members" of OCERS within the Meaning of the Public Employees' Pension Reform Act of 2013 ("PEPRA").

1. Except as set forth in Section 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 benefit 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 eligible employees hired on or after September 21, 1979, the retirement allowance will be computed upon 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 180 calendar days from that date within which to elect one 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 “DC Plan”) described in Section 5 below.

d. Effective with the beginning of 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 will also make the contributions described in Section 4.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 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 provided 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 4.B and C below.

c. In the event an eligible employee failed to make an election during the 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 5 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 4.B and C below**.**

B. For Employees Hired on or After January 1, 2013 who are Considered “New Members” within the Meaning of PEPRA.

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 4.B and C. below.

2. “New Members” are eligible to participate in the “DC Plan” described in Section 5 below.

Section 4. Retirement Contributions for the Deputy Coroner, Public Assistance Investigator, and Park Ranger series

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 Orange County Employees Retirement System (OCERS) 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 for the increased cost of the enhanced benefit 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, and will continue to be paid by employees as long as there is an unfunded actuarial accrued liability (UAAL) associated with ~~for the purpose of amortizing, over a 30 year period, the cost of~~ the cost of the past service liability for the enhanced retirement benefit formula. On November 18, 2013, the OCERS Board adopted a funding policy to combine and re-amortize the outstanding balance of the December 31, 2012 UAAL, including the associated past service liability for the enhanced retirement formula, over a 20-year period, which was a reduction from a prior 30-year amortization period. Under the 20-year amortization period, it is estimated the UAAL associated with the cost of the past service liability for the enhanced retirement benefit formula will be paid by 2033. If this goal is realized, there would be no employee contributions for the cost of the past service liability for the enhanced retirement benefit formula after 2033. However, the estimated 2033 date for payoff of the UAAL, including that associated with the past service liability for the enhanced retirement benefit, assumes all actuarial assumptions (e.g. investment rate of return, mortality rates, retirement rates and rate of inflation) are realized and there are no changes in assumptions or funding policy (e.g. amortization period) adopted by the OCERS

Board.

b. The portion of the additional employee contribution that is attributable to the prospective increased cost of the enhanced benefit formula shall also continue beyond the expiration date of this MOU and will continue to be paid by active employees in perpetuity~~but unlike the past service liability, does not expire at the end of the 30 year period set forth above~~.

2. After implementation of this benefit, the County and AOCDS will annually review its costs including costs impacted by changes in the investment earnings and evaluate whether any adjustments to employee contributions are necessary.

3. The relative-ratio based methodology will be used to determine the additional employee contribution toward the "2.7% at 55" retirement benefit formula.

D. Reduction in the employees' Reverse Pickup contribution for the Deputy Coroner, Park Ranger, and Public Assistance Investigator series

- Effective the first day of the first full pay period in Fiscal Year 2021/2022 after Board of Supervisors adoption of the 2021-2023 MOU, the Reverse Pickup will be reduced by an ongoing 2.41%.

- Effective July 1, 2022, the Reverse Pickup will be reduced by an additional 2.41%, for a total fixed ongoing 4.82% reduction in the employee's paid Reverse Pickup.

- The Reverse Pickup rate for employees in the PEPRA and 1.62% at 65 Classic benefit formulas will be frozen at the FY 2021/2022 rate. Employees in the 2.7% @ 55 benefit formula will continue to have their Reverse Pickup rate recalculated based on the OCERS actuarial valuation and will have an ongoing 4.82% offset to the Reverse Pickup calculation after July 1, 2022.

- By July 1, 2022, the entire Reverse Pickup for employees in the PEPRA and 1.62% at 65 Classic benefit formulas shall be eliminated.

Section 5. Defined Contribution Retirement Plan for the Deputy Coroner, Public Assistance Investigator and Park Ranger series

A. Beginning on May 7, 2010, the County will make available a County 1.62 Retirement, Section 457(b) Defined Contribution Plan (the "DC plan") to those

employees who are covered by the “1.62% at 65” benefit formula (whether by election, deemed to have elected or are 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 Plan. The County will make matching contributions as described in Section 5.B. below.

B. During the first one-year period following the plan commencement date, the County will contribute a biweekly amount to a Section 401(a) Defined Contribution Plan for an eligible employee equal to the biweekly amount that the employee contributes to the Plan, not to exceed two (2) percent of the employee’s base salary (the “match”). During the second year and in subsequent years following the plan commencement date, the County will contribute to a Section 401(a) Defined Contribution Plan for an eligible employee a biweekly amount equal to fifty (50) percent of the biweekly amount that the employee contributes to the Plan. The County contribution to the Section 401(a) Defined Contribution Plan shall not exceed two (2) percent of the employee’s base salary, unless the Board of Supervisors authorizes additional County contributions permitted under Article XXII, Retirement, Section 3.(D). County contributions to the Section 401(a) Defined Contribution 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 year shall be to 2080 paid hours of service, exclusive of overtime.

C. Employee contributions to the Plan(s) 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.

D. Notwithstanding the foregoing, the parties agree that at no time shall the County’s matching contribution to a Section 401(a) Defined Contribution Plan be less than fifty (50) percent of an employee’s biweekly contribution to the Plan, nor shall the maximum amount of the County’s matching contribution to a Section 401(a) Defined Contribution Plan be less than two (2) percent of an employee’s base salary.

Section 6. Tax-Deferred Retirement Plan

The County will administer an approved tax-deferred retirement plan which will allow employees to reduce their taxable gross income by the amount of their retirement contribution. The plan shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.

ARTICLE XXIII SEPARABILITY

In the event that any provisions of this Memorandum are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXIV RECOGNITION

Pursuant to the Employee Relations Resolution of the County of Orange and applicable State law, the Association of Orange County Deputy Sheriffs is the Exclusively Recognized Employee Organization for the Public Safety General and Public Safety Supervisory Units. AOCDS has notified the County that the AOCDS President serves to represent these bargaining units. Said classes are listed in Appendix A.

ARTICLE XXV 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 XXVI SALARY

Section 1. Salary Increases

~~Effective the first day of the first full pay period following adoption of this 2017-2021 MOU, the salary schedule will be increased 1.5%.~~

~~Effective July 5, 2019, the salary schedule will be increased by 1.5%.~~

~~Effective July 3, 2020, the salary schedule will be increased by 1.0%.~~

A. Salary Increases for the Deputy Juvenile Correctional Officer and Deputy Probation Officer series:

- Effective the first day of the first full pay period following Board of Supervisors adoption of the 2021-2023 MOU, salaries will be increased by 3.25% (base-building/salary range movement).

- Effective July 1, 2022, salaries will be increased by 3.25% (base-building/salary range movement).

B. Salary Increases for the Deputy Coroner, Park Ranger and Public Assistance Investigator series:

- Effective the first day of the first full pay period following Board of Supervisors adoption, salaries will be increased by 0.84% (base-building/salary range movement).

- Effective July 1, 2022, salaries will be increased by 0.84% (base-building/salary range movement) .

INDEX

A

Absence Without Authorization, · 40

B

Bilingual Pay, · 10
Board, Definition of; · 1

C

Call-Back Pay; · 10
Continuous Service, Definition of, · 1
Counselor Bilingual Pay, · 11
County, Definition of, · 1

D

Deferred Compensation, · 36
Definitions, · 1
Disciplinary Action
    Reprimand, · 66
    Substandard Performance Evaluation, · 66
    Pre-Disciplinary Hearing, · 66
    Suspension, · 67
    Reduction, · 68
    Discharge and Right of Appeal, · 68
    Polygraph Examination, · 68
    Disciplinary Appeals, · 74
Disciplinary Action: · 66

E

Emergency, Definition of, · 1
Employee
    Rights, · 94

Information Listings, · 94
Employee, Definition of, · 1
Employee: · 94
Exceptional Bilingual Pay, · 10
Extra Help Employee, Definition of, · 1
Extra Help Position, Definition of, · 1

F

Flexible Spending Account, · 124
Full-Time Employee, Definition of, · 2

G

Grievance/Appeal Procedure
Time Off for Processing Grievances/Appeals, · 72
Grievance/Appeal Procedure
Scope of, · 70
Basic Rules of, · 70
Submission of, · 71
Employee Representation in, · 71
Informal Discussion, · 72
Steps in, · 73
Grievance/Appeal Procedure: · 73

H

Holidays
Holidays Observed, · 57
Eligibility for Holiday Pay, · 58
Holiday Pay, · 59

I

Insurance
Health Plan, · 102
Premium Only Plan, · 107
Retiree Medical Benefits, · 115

Insurance: · 102

L

Layoff Procedure
General Provisions, · 80
Order of Layoff, · 80
Computation of Layoff Points, · 81
Notification of Employees, · 82
Voluntary Reduction, · 82
From Classes Designated as Vulnerable to Layoff, · 83
Reemployment Lists, · 83
Status on Reemployment, · 85
Layoff Procedure: · 80
Leaves, Authorized
Bereavement Leave, · 37

P

Payroll Deduction, · 94
Performance Evaluation, · 27
Personal Emergency, Definition of, · 2
Position Classification
Procedure for Requesting Reclassification, · 99
Review of Disputed Position Classification Decisions, · 101
Position Classification: · 99
Practicable, Definition of, · 2
Premium Pay, · 8
Probation
New, · 23
Promotional, · 23
Failure of, · 25
General Provisions, · 26
Extensions of, · 27
Probation: · 23
Probationary Employee, Definition of, · 2
Promotion, Definition of, · 2

R

Reassignment, Definition of, · 2
Recognition, · 123
Recruiting Step, Definition of, · 2
Reduction, Definition of, · 3
Reemployment
    Of Employees on Disability Retirement, · 30
    Of Regular Employees, · 31
Reemployment: · 30
Regular Employee, Definition of, · 3
Regular Position, Definition of, · 3
Reimbursement Programs
    On-Duty Meals, · 31
    Mileage Reimbursement, · 61
    Personal Property, · 62
Reimbursement Programs: · 61
Rest Periods, · 8
Retiree Medical Benefit, · 108
Retirement
    Safety Retirement Benefits, · 115
    Tax-Deferred Retirement Plan, · 120
Retirement: · 115

S

Safety
    General Provisions, · 90
    Violations, Abatement of, · 91
    Representatives, · 91
Safety,
    Inspection, · 90
Safety: · 90
Salaries, · 125
Salary Allocation, Changes in, · 21
Salary on
    Promotion, · 17
    Reassignment, · 18
    Reduction, · 18

Reclassification, · 20
Reemployment, · 21
Seniority, Definition of, · 3
Separability, · 122
Sick Leave
Accumulation of, · 33
Permitted Uses of, · 33
Sick Leave,
General Provisions, · 35
Prohibited Uses of, · 35
Sick Leave: · 33

T

Temporary Promotion, · 29
Time Off for Selection Procedures, · 31
Training, · 32
Transfer
Of AOCDS Officers and Area Representatives, · 31
Transfer: · 31

V

Vacation
Accumulation of, · 48
General Provisions, · 49
Vacation: · 48

W

Workweek, · 4

Y

Y-Rate
Definition of, · 3
Schedule, · 20
Salary on Reclassification/Reduction, · 20

APPENDIX A

Classes included in the Public Safety General Unit:

6005GS	Deputy Coroner
7400PS	Deputy Juvenile Correctional Officer I
7401PS	Deputy Juvenile Correctional Officer II
7405PS	Deputy Probation Officer I
7408PS	Deputy Probation Officer II
3034GS	Park Ranger I
3035GS	Park Ranger II
6550GS	Public Assistance Investigator
6548GS	Public Assistance Investigator Trainee
6007GS	Senior Deputy Coroner
7409PS	Senior Deputy Probation Officer
7402PS	Senior Juvenile Correctional Officer

Classes included in the Public Safety Supervisory Unit:

6011GM	Supervising Deputy Coroner
7403PM	Supervising Juvenile Correctional Officer
3036GM	Supervising Park Ranger I
3037GM	Supervising Park Ranger II
7413PM	Supervising Probation Officer I
6551GM	Supervising Public Assistance Investigator

DEAL POINTS

FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE

COUNTY OF ORANGE

AND

ASSOCIATION OF ORANGE COUNTY DEPUTY SHERIFFS

FOR THE PUBLIC SAFETY GENERAL AND PUBLIC SAFETY SUPERVISORY UNITS

February 10, 2022

Contract Term	Scheduled to be adopted by the Board of Supervisors on March 8, 2022 for the period beginning June 18, 2021 through June 29, 2023. Unless otherwise indicated herein, all provisions shall become effective upon Board of Supervisors adoption of the MOU.
Salary	For employees in the Deputy Juvenile Correctional Officer and Deputy Probation Officer series: - Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, salaries will be increased by 3.25% (base-building/salary range movement). - Effective July 1, 2022, salaries will be increased by 3.25% (base-building/salary range movement). For employees in the Deputy Coroner, Park Ranger, and Public Assistance Investigator series: - Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, salaries will be increased by 0.84% (base-building/salary range movement). - Effective July 1, 2022, salaries will be increased by 0.84% (base-building/salary range movement).

Retirement Contribution – Reverse Pickup	For employees in the Deputy Coroner, Park Ranger, and Public Assistance Investigator series: - Effective the first day of the first full pay period following Board of Supervisors adoption, the Reverse Pickup will be reduced by an ongoing 2.41%. - Effective July 1, 2022, the Reverse Pickup will be reduced by an additional 2.41%, for a total fixed ongoing 4.82% reduction in the employee's paid Reverse Pickup. - The Reverse Pickup rate for employees in the PEPRA and 1.62% at 65 Classic benefit formulas will be frozen at the FY 2021/2022 rate. Employees in the 2.7% @ 55 benefit formula will continue to have their Reverse Pickup rate recalculated based on the OCERS actuarial valuation and will have an ongoing 4.82% offset to the Reverse Pickup calculation after July 1, 2022. - By July 1, 2022, the entire Reverse Pickup for employees in the PEPRA and 1.62% at 65 Classic benefit formulas shall be eliminated. - Clean up language regarding the calculation of the Reverse Pickup.
Insurance – AOCDS Medical Trust	The parties agree to modified language under Article XX. These modifications include: - Effective July 1, 2022, the County's contribution to the medical trust will be $1,591 per month. - The Trust will have an actuarial study to determine the appropriate level of Trust reserves for the plan

	year ending June 30, 2022. A copy of the study shall be provided to the County by January 31, 2023. - Every three years, the auditor for the Medical Trust audit shall be jointly selected. A County representative may review the selected auditor's minimum qualifications and selected criteria. If either the County or AOCDS choose to terminate the auditor contract, the parties may begin the process outlined in the MOU. - All eligible retirees and enrolled dependents who are eligible for early Medicare must be enrolled in Medicare Part B in order to be eligible for the Retiree Medical Grant.
Insurance – Health Reimbursement Account (HRA)	Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, the County's HRA contribution will increase from 3% to 3.5% of each eligible employee's bi-weekly base salary; increase from 3.5% to 4.5% on July 1, 2022; and 4.5% to 5% on January 13, 2023.
Premium Pays	- Effective the first day of the first full pay period following Board adoption, change Armed Assignment Pay to Probation Officer Specialty Assignment Pay and increase the pay for eligible: Deputy Probation Officer I and Deputy Probation Officer II to $192.85 biweekly, Senior Deputy Probation Officer to $203.07 biweekly, and Supervising Probation Officer to $226.38 biweekly. - Effective the first day of the first full pay period following Board adoption, employees on pay status who are assigned to a position of Canine Handler on a regular, full-time basis shall be compensated

	for canine maintenance at one and one-half times their regular rate of pay for 30 minutes per day, seven days a week, whenever the canine is kenneled at the handler's residence. Limited reopener to discuss the language of the section as well as the pay structure. If the parties cannot reach agreement, then the new terms for Canine Handler Maintenance Pay in the 2021-2023 MOU shall remain in place. The following language changes provide clarification and memorialize current practices: - Effective the first day of the first pay period following Board of Supervisors adoption of the MOU, remove the Night Shift parameters for the Deputy Juvenile Correctional Officer I and II classifications.
Funeral Attendance	Effective upon Board of Supervisors adoption of the MOU, each Department Head has the authority and discretion to allow a reasonable number of employees to attend funerals or memorial services during their regular working hours for a fellow peace officer or firefighter who died in the line of duty or died while on duty.
Bilingual Pay	AOCDS may participate in a County bilingual pay working group to discuss items related to bilingual premium pay.
Educational Reimbursement	Effective upon Board of Supervisors adoption of MOU, the annual tuition reimbursement maximum shall be increased to $10,000 per fiscal year.
Vacation Usage	Effective as soon as practicable following adoption of the MOU, employees with Annual Leave balances and 10 years of continuous full-time service may use a maximum of 50 vacation hours for the Public Safety Supervisory Unit and 90 vacation hours for the Public Safety General Unit each fiscal year for approved time off.

Bereavement Leave	Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, eligible employees may use up to five shifts of paid bereavement leave for the death of a family member, subject to the terms and conditions of Article IV, Section 2 (Bereavement Leave).
Classification Review	During the term of the 2021 MOU, the County agrees to review the following classification series: - Review of the Deputy Coroner occupational series classification structure and classification specifications for potential updates to Special Requirements section and review of the hazard pay. The review shall commence its work within 120 days of adoption of the 2021 MOU. Human Resource Services will strive to complete its review no later than 180 days after commencement of the study. - Conduct classification and market study for the Public Assistance Investigator occupational series classification specifications to determine if classes are appropriately structured. The review shall commence its work within 120 days of adoption of the 2021 MOU. Human Resource Services will strive to complete its review no later than 180 days after commencement of the study. - Conduct a review of changes to the regular duties of and population served by the Deputy Juvenile Correctional Officer series to determine if classes are appropriately structured and/or titled. The review shall commence its work within 210 days of adoption of the 2021 MOU. Human Resource Services will strive to complete its review no

	later than 180 days after commencement of the study. - Conduct classification and market study for the Park Ranger occupational series. The study will review internal equity for comparable classifications in OC Parks as well as a review of the external markets of the surrounding jurisdictions. The review shall commence its work within 120 days of adoption of the 2021 MOU. Human Resource Services will strive to complete its review no later than 180 days after commencement of the study.
Uniform Workgroup	The parties agree to create a workgroup to review the required uniforms in the Probation Department.
Probation Periods	- Chief Human Resources Officer may approve department's requests to extend an employee's promotional probation. - Extend new hire and promotional probation of employees on paid Administrative Leave.
Injuries in the Line of Duty	- Provide AOCDS notice of injuries in the line of duty as soon as practically possible under the circumstances.
Grievance Process	- Allow for the electronic submission of grievances. - Agreement to equally share the cost of a court reporter for Arbitration hearings. - Ensure grievances are completed in a one year time period and grievances' final step not yet calendared within one year of the initial request are deemed resolved.
Schedule Changes	- Provide employees seven days notice when they are transferred to a different worksite whenever practicable.
Clean Up Language	Address administrative changes which have occurred during the term of the contract.

Other Contract Provisions	The parties have agreed upon other non-economic provisions which are set forth in the proposed MOU.

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 drafting of specific contract language and ratification by AOCDS and adoption by the County's Board of Supervisors.

FOR ASSOCIATION OF ORANGE COUNTY DEPUTY SHERIFFS

Paul Bartlett 2/17/22

Paul Bartlett Date
Executive Director, AOCDS

FOR THE COUNTY OF ORANGE

DocuSigned by:
22A5754138954E8...
2/18/2022

Gabriel Bowne Date
Chief Negotiator, County of Orange

MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Supervisor Andrew Do, First District for A.D.

Date: March 2, 2022

RE: Add Supplemental Item to 3/08/22 Board Meeting Agenda – Adopt Resolution in Support of Divestment from Russia.

538D

Please place a supplemental item on the 3/08/22 Board of Supervisors agenda to adopt the attached resolution condemning Russia's illegal and violent invasion of Ukraine, statement of solidarity with the people of Ukraine, and encouraging the County of Orange and any and all Orange County public entities to sever ties with any brokerage firm, bank, investment company held, backed, or managed by the Russian government.

cc: Chris Wangsaporn, Chief of Staff, First District
Valerie Sanchez, Chief Deputy Clerk of the Board

RECEIVED
2022 MAR -2 AM 9:52
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA

March 8, 2022

WHEREAS, On February 24, 2022, Russia launched a large-scale invasion in the sovereign nation of Ukraine in an act of unprovoked imperialism; and

WHEREAS, Russia's unprovoked invasion of a peaceful, sovereign Ukraine has shaken the foundation of the freedom paid for by the millions of people who gave their lives during World War II; and

WHEREAS, We can no longer stand by and witness the violence and killing of innocent children, women, and those bravely defending Ukraine; and

WHEREAS, The United States and its allies have enacted a series of financial sanctions designed to inflict an economic cost on the Russian regime; and

WHEREAS, The Orange County Board of Supervisors strongly condemns the Russian military's violent attack on the people of Ukraine and strongly endorses the swift and severe economic sanctions and stringent export controls that the United States and our allies have imposed on the Russian government; and

WHEREAS, The County of Orange must assist our allies in supporting similar divestiture against Russia; and

WHEREAS, The County of Orange may do business with Russian held, backed, or managed firms, banks, or investment companies; and

WHEREAS, The Orange County Board of Supervisors strongly stands with the world against this unjust invasion and calls for a full divestment from Russia immediately;

NOW, THEREFORE, BE IT RESOLVED THAT THE ORANGE COUNTY BOARD OF SUPERVISORS does hereby condemn Russia's illegal and violent invasion of Ukraine and encourages the County of Orange, the Orange County Employees Retirement System, and any and all Orange County public entities to sever ties with any brokerage firm, bank, investment company held, backed, or managed by Russia or its citizens.

Pat Russell, *President*
Fire Chief
Anaheim Fire & Rescue

Ron Cookston, *Vice President*
Fire Chief
Fountain Valley Fire Department

Sean deMetropolis, *Secretary*
Fire Chief
Orange City Fire Department

Jeff Boyles, *Treasurer*
Fire Chief
Newport Beach Fire Department

Adam Loeser, *Past President*
Fire Chief
Brea & Fullerton Fire Departments

Dan Stefano
Fire Chief
Costa Mesa Fire & Rescue

Scott Haberle
Fire Chief
Huntington Beach Fire Department

Mike Garcia
Fire Chief
Laguna Beach Fire Department

Brian Fennessy
Fire Chief
Orange County Fire Authority

March 7, 2022

The Honorable Don Wagner, Vice Chairman
Orange County Board of Supervisors
333 W. Santa Ana Boulevard
Santa Ana, CA 92701

RE: Cemetery Site for Firefighters and Peace Officers

Dear Vice Chairman Wagner:

Please consider this letter of support from the Orange County Fire Chief's Association for initiating the proposal to request the Cemetery District to set aside 10 acres of the Public cemetery to be reserved and used by the men and woman who have dedicated their lives serving in public service.

The proposed cemetery site will serve as recognition of the dedication, service, and sacrifice made by the women and men who serve the residents, businesses and visitors of our communities, knowing it may be the last day they go home to their loved ones. It is an honor of oath we take when accepting our profession.

I've been a firefighter for 36 years, I can attest to the immeasurable importance of having a strong life partner, for firefighters, police officers and sheriff's deputies. Our spouses have sacrificed birthdays, holidays, and family milestones, without their hero in the home. This land will give them a final resting place, surrounded by other heroes who have shared in that sacrifice.

On behalf of the Orange County Fire Chief's Association, we thank you for proposing an honorable resting place for the countless men and woman who give their life serving others.

Sincerely,

Patrick Russell, Fire Chief
President
Orange County Fire Chief's Association

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From: Amir Rad <amir.rad.riverside@gmail.com>
Sent: Monday, March 7, 2022 9:40 AM
To: COB_Response
Subject: Opposition to Building a Cemetery at Gypsum Canyon

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

Hello,

I am a resident of Yorba Linda. I am reaching out to express my opposition against the location of the Gypsum Canyon Cemetery that was proposed by Donald P. Wagner to be discussed in the Orange County Board of Supervisors on March 8.

The proposed location is in our well-populated residential neighborhood. The prospect of constantly being reminded of the sadness of death is deeply concerning.

Traffic congestion in this neighborhood is already a concern because Gypsum Canyon Road is the only way to access our neighborhood. The additional congestion due to building this cemetery may affect our daily life and also create safety concerns for evacuation during disasters (such as wildfire which is a major risk here).

Our elementary school (with kids as young as pre-kindergarten) is across the street from the location of this proposed cemetery. This may negatively impact the mental health of the children.

This cemetery will likely have a negative impact on the perceived quality and enjoyment of life of residents in my neighborhood.

Please oppose this project in any way that you.

I look forward to hearing from you soon.

Regards,

Amir Rad

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S 38E

Ross, Jamie

From:	Vicki Bolinger <Vicki.Bolinger@AlaskaAir.com>
Sent:	Monday, March 7, 2022 8:13 AM
To:	Wagner, Donald; COB_Response
Cc:	Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject:	OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,
Vicki Bolinger
5470 Los Estados
Yorba Linda, CA. 92887

Sent from my iPhone

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From:	Andrew Choi <choiorg@gmail.com>
Sent:	Monday, March 7, 2022 7:18 AM
To:	Wagner, Donald; COB_Response
Cc:	Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject:	OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From:	ucrgrad (null) <ucrgrad@aol.com>
Sent:	Monday, March 7, 2022 2:53 PM
To:	Wagner, Donald; COB_Response
Cc:	Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject:	OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,
Tanya

Sent from my iPhone

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38

Ross, Jamie

From:	manufan04@netscape.net
Sent:	Monday, March 7, 2022 2:59 PM
To:	Wagner, Donald; COB_Response
Cc:	Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject:	OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

Patrick E.

Sent from my iPhone

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From:	Shaun Bell <sbell63@roadrunner.com>
Sent:	Monday, March 7, 2022 6:15 AM
To:	Wagner, Donald; COB_Response
Cc:	Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject:	OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,
Shaun Bell

Sent from my iPhone

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From:	Ekta Sharma <ektabh@yahoo.com>
Sent:	Sunday, March 6, 2022 2:54 PM
To:	Wagner, Donald; COB_Response
Cc:	Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject:	OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

Ekta and sumeet sharma

Anaheim ca 92808

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From: I S <indysek1@gmail.com>
Sent: Sunday, March 6, 2022 2:32 PM
To: Wagner, Donald; COB_Response
Cc: Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From: Anonymous V <lanvu58@yahoo.com>
Sent: Sunday, March 6, 2022 5:27 PM
To: Wagner, Donald; COB_Response
Cc: Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From:	Anonymous V <lanvu58@yahoo.com>
Sent:	Sunday, March 6, 2022 5:32 PM
To:	Wagner, Donald; COB_Response
Cc:	Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject:	OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

From: Lan Vu
28465 Evening Breeze Dr.
Yorba Linda, CA 92887

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across

the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From:	Jessica Guo <jjguo0707@gmail.com>
Sent:	Sunday, March 6, 2022 5:36 PM
To:	Wagner, Donald; COB_Response
Cc:	Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject:	OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

Jinjiao Guo

Yorba Linda, CA 92887

Sent from my iPhone

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From: Aaron Pourhassanian <aaronpourhass@hotmail.com>
Sent: Sunday, March 6, 2022 7:43 PM
To: Wagner, Donald; COB_Response
Cc: Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards, Aaron Pourhassanian California 92886

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: 5388

Ross, Jamie

From: Maureen Dawson <maudredawson@gmail.com>
Sent: Sunday, March 6, 2022 11:06 AM
To: Wagner, Donald; COB_Response
Cc: Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

**The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,
**

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From:	Dr. Marek A. Suchenek <suchenek@yahoo.com>
Sent:	Sunday, March 6, 2022 10:24 PM
To:	Wagner, Donald; COB_Response
Cc:	Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject:	OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

Dr. Marek A. Suchenek
[redacted]
Yorba Linda, CA 92887

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail.

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From: Brandon DePriest <brandondepriest77@gmail.com>
Sent: Sunday, March 6, 2022 11:47 AM
To: Wagner, Donald; COB_Response
Cc: Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From:	Hamzeh Alhenn <hamzeh_alhenn@icloud.com>
Sent:	Sunday, March 6, 2022 11:21 AM
To:	Wagner, Donald; COB_Response
Cc:	Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject:	OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

Sent from my iPhone

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From: Karey Yocum <mustang30@icloud.com>
Sent: Sunday, March 6, 2022 11:52 AM
To: Wagner, Donald; COB_Response
Cc: Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

Sent from my iPhone

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From: Tammy Witke <tlwitke@gmail.com>
Sent: Sunday, March 6, 2022 11:53 AM
To: Wagner, Donald; COB_Response
Cc: Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From:	Shikhil Seth <shikhilmailbox-15@yahoo.com>
Sent:	Monday, March 7, 2022 5:09 AM
To:	Wagner, Donald; COB_Response
Cc:	Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject:	OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,
Shikhil Seth
[redacted]y
Yorba Linda, CA 92887

Sent from Shikhil iPhone XS Max

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From: Tegdeep Kondal <tkondal@gmail.com>
Sent: Monday, March 7, 2022 6:03 AM
To: Wagner, Donald; COB_Response
Cc: Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,
Tegdeep Kondal
Dr, Yorba Linda, CA 92887

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From:	Maureen Dawson <maudredawson@gmail.com>
Sent:	Sunday, March 6, 2022 11:06 AM
To:	Wagner, Donald; COB_Response
Cc:	Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject:	OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From: Daniel Clem <dclem777@gmail.com>
Sent: Sunday, March 6, 2022 11:06 AM
To: Wagner, Donald; COB_Response
Cc: Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

Sent from my iPhone

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: 538

Ross, Jamie

From:	Daniel Clem <orionkoot@yahoo.com>
Sent:	Sunday, March 6, 2022 11:05 AM
To:	Wagner, Donald; COB_Response
Cc:	Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject:	OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

Sent from my iPhone

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From: Tiffany Zaken <tpzaken@gmail.com>
Sent: Sunday, March 6, 2022 11:00 AM
To: Wagner, Donald; COB_Response
Cc: Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,
Tiffany Zaken

Yorba Linda, CA 92877

Iphone, Itypos, Isorry.

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From: libanco77 <libanco77@gmail.com>
Sent: Sunday, March 6, 2022 10:48 AM
To: Wagner, Donald; COB_Response
Cc: Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,
Nabil Shmara

Yorba linda, 92887

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From:	Tracy & Derek <ukprouts@gmail.com>
Sent:	Sunday, March 6, 2022 2:19 PM
To:	Wagner, Donald; COB_Response
Cc:	Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject:	OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours.

I find it very inconsiderate that you are advancing this controversial project with no regard for the residents. The traffic in that area is already appalling. And the environmental impact is considerable.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

Tracy Prout

Yorba Linda
92887

Sent from my iPhone

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From:	Tammy Witke <tlwitke@gmail.com>
Sent:	Sunday, March 6, 2022 11:53 AM
To:	Wagner, Donald; COB_Response
Cc:	Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject:	OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From: Karey Yocum <mustang30@icloud.com>
Sent: Sunday, March 6, 2022 11:52 AM
To: Wagner, Donald; COB_Response
Cc: Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

Sent from my iPhone

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From: Brandon DePriest <brandondepriest77@gmail.com>
Sent: Sunday, March 6, 2022 11:47 AM
To: Wagner, Donald; COB_Response
Cc: Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From: Hamzeh Alhenn <hamzeh_alhenn@icloud.com>
Sent: Sunday, March 6, 2022 11:21 AM
To: Wagner, Donald; COB_Response
Cc: Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

Sent from my iPhone

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From: ucrgrad (null) <ucrgrad@aol.com>
Sent: Sunday, March 6, 2022 10:39 AM
To: Wagner, Donald; COB_Response
Cc: Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

Tanya Aro
Sent from my iPhone

Ross, Jamie

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S 38E

From: Nancie Maslyar <nmaslyar@gmail.com>
Sent: Sunday, March 6, 2022 10:32 AM
To: Wagner, Donald; COB_Response
Cc: Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From:	Michele Vincent <mchlvincent@yahoo.com>
Sent:	Sunday, March 6, 2022 10:25 AM
To:	Wagner, Donald; COB_Response
Cc:	Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject:	OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

Michele Vincent

y
Yorba Linda, CA 92887

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From:	Hetan Sangani <hetansangani@gmail.com>
Sent:	Sunday, March 6, 2022 10:03 AM
To:	Wagner, Donald; COB_Response
Cc:	Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject:	OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

Sent from my iPhone

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From: lion28 <lion28@sbcglobal.net>
Sent: Sunday, March 6, 2022 9:56 AM
To: Wagner, Donald; COB_Response
Cc: Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From:	Serhat Aytug <serhataytug@yahoo.com>
Sent:	Sunday, March 6, 2022 9:53 AM
To:	Wagner, Donald; COB_Response
Cc:	Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject:	OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

Best wishes,
Serhat

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From: Ekta B <ektabha@gmail.com>
Sent: Saturday, March 5, 2022 7:13 PM
To: Wagner, Donald; COB_Response
Cc: Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

Sent from my iPhone

Ross, Jamie

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

From: Ekta Sharma <ektabh@yahoo.com>
Sent: Saturday, March 5, 2022 7:13 PM
To: Wagner, Donald; COB_Response
Cc: Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,
Ekta Sharma

o

Anaheim, CA 92808

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From: rtillmon64 <rtillmon64@gmail.com>
Sent: Saturday, March 5, 2022 6:46 PM
To: Wagner, Donald; COB_Response
Cc: Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: S38E

Ross, Jamie

From:	Herbert Hoebel <hhoebel@icloud.com>
Sent:	Saturday, March 5, 2022 6:46 PM
To:	Wagner, Donald; COB_Response
Cc:	Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject:	OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

Sent from my iPhone

CORRESPONDENCE
BOARD DATE: 3-8-22 ITEM: 5388

Ross, Jamie

From:	Beverly Schumacher <beverly.schumacher@yahoo.com>
Sent:	Monday, March 7, 2022 6:55 AM
To:	Wagner, Donald; COB_Response
Cc:	Do, Andrew; Chaffee, Doug; Fourth District; Foley, Katrina; Bartlett, Lisa
Subject:	OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

The following is a statement of OPPOSITION to cemeteries at Gypsum Canyon in Anaheim from a local resident in Orange County for inclusion in the public comments at the OC BOS meeting March, 8, 2022

To: Supervisor Donald P. Wagner
cc: Orange County Board of Supervisors

Re: OPPOSITION to cemeteries at Gypsum Canyon in Anaheim

Dear Supervisor Wagner,

I am AGAINST construction of cemeteries at Gypsum Canyon, Anaheim.

As you know, the majority of local residents of Anaheim Hills and East Yorba Linda who live in proximity of Gypsum Canyon, your constituents in District 3 of Orange County, are opposed to this controversial project. Yet you are trying to pay favors to select groups of people at the expense and to the detriment of those constituents of yours. I am sure that if you really wanted to honor properly the first respondents for their service then you would find a way of honoring them without causing detriments to lives of hard-working people living in proximity of the proposed cemeteries who earned their right to enjoy their homes and neighborhoods without being exposed on constant reminders of death and dying.

I find it very inconsiderate that you are advancing this controversial project with disregard of the harm that it is going to inflict to those nearby residents who do not wish to be exposed on direct view on graves and burials, nor do they wish to sit stuck in gigantic traffic jams on 91 Fwy and local streets that the proposed cemeteries will most likely cause, as thousands of them will if the project is implemented.

I find it incompatible with core principles of democratic governance that you and the rest of the Board of Supervisors did not reach out to those local residents for their opinions in this matter, although you spent so much time and effort on reaching out to city councils across the Orange County soliciting their support for this controversial project. As you know from the Declaration of Independence, in our country the governments are deriving their just powers from the consent of the governed, yet you and the Board are not seeking the consent of the

affected constituents of yours, and substitute your own goals and desires for their legitimate interests.

I am asking you and the entire Board, please, stop this controversial project - the construction of cemeteries at Gypsum Canyon in Anaheim.

Best regards,

Beverly Schumacher
Sent from my iPhone

ORANGE COUNTY
SHERIFF'S DEPARTMENT
SHERIFF-CORONER DON BARNES

OFFICE OF THE SHERIFF

March 4, 2022

The Honorable Don Wagner, Vice Chairman
Orange County Board of Supervisors
333 W. Santa Ana Boulevard
Santa Ana, CA 92701

RE: Cemetery Site for Firefighters and Peace Officers

Dear Vice Chairman Wagner:

I am writing to advise you of my support for the proposal to set aside a portion of the County's public cemetery land in Gypsum Canyon for police officers and firefighters. My understanding is that this area would be adjacent to the site proposed for a veterans' cemetery.

The opportunity for the members of the police and fire profession to be included alongside a cemetery designated for America's veterans is a special honor. The bond between the work of our veterans and the work of law enforcement is strong. Our veterans preserved this nation's freedom and our law enforcement officers ensure the peaceful enjoyment of that freedom here at home.

Those who wear the badge know that every shift or call for service can come with some level of risk. Today that risk is especially high. Nationally, there were a total of 129 line-of-duty deaths in 2021. Of that number 73 law enforcement officers were feloniously killed. This represents a 58.7 percent increase over the 46 officers feloniously killed in 2020. It is also the highest total of felonious deaths since 2011.

Today's young deputies and police officers willingly take on that risk each day. Despite the danger, they carry out their mission to keep Orange County safe. As a County, we work hard to ensure our peace officers end each shift by going home safely to their families. Our goal is that each of them enjoy a long career of service, followed by a long retirement.

The proposed cemetery site will be for those who pay the ultimate sacrifice, as well as those who conclude their career by choice. Our hope, of course, is that the need will only be for the latter and never the former. In either case, I know it will be a place of honor that rightfully remembers the dedication and sacrifice of the men and women of law enforcement and fire.

Thank you for efforts in moving this proposal forward.

Sincerely,

Donald L. Barnes

Don Barnes
Sheriff-Coroner

ASSOCIATION OF ORANGE COUNTY DEPUTY SHERIFFS

March 4, 2022

Supervisor Donald P. Wagner
Orange County Supervisor 3rd District
333 W. Santa Ana Blvd.
Santa Ana, CA 92701

Dear Supervisor Wagner:

The Association of Orange County Deputy Sheriffs (AOCDS) proudly supports your proposal to establish a police officer and firefighter cemetery in conjunction with the future veterans cemetery site in Anaheim Hills.

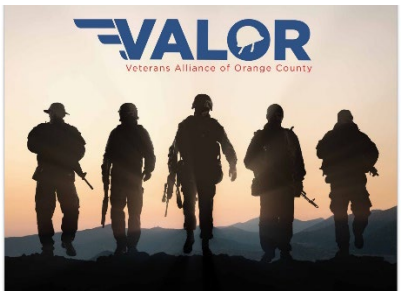
The firefighters and law enforcement officers of Orange County are on the frontlines in our community every day to keep us safe. They sacrifice time with loved ones to risk their lives and answer the call for service. Establishing a dedicated final resting place for our first responders, in the community they served, is a great way to honor their sacrifices and to show our respect and gratitude for their years of dedicated service.

There is no better place to lay to rest our respected first responders, than next to our honored veterans. Our veterans fought hard to provide us all with the freedoms we enjoy as Americans, and our firefighters and law enforcement officers give us the safety and protection to enjoy those freedoms in the great County of Orange.

AOCDS looks forward to the future completion of the police officer and firefighter cemetery, adjoining the veterans cemetery, where the families of the fallen and our community can gather and pay our respects to our fallen heroes.

Sincerely,

Juan Viramontes
AOCDS President



March 3, 2022

Honorable Donald P. Wagner
Vice Chairman, Third Supervisorial District
Orange County Board of Supervisors
333 W. Santa Ana Boulevard
Santa Ana, CA 92701

Dear Supervisor Wagner:

It is a privilege for the Veterans Alliance of Orange County to support your Board agenda item S38E.

We look forward to the allocations of ten acres on the County's public cemetery for the brave men and women of law enforcement and fire fighters.

Having law enforcement and fire fighters resting in a location next to veterans will create a hill of honor that will be a gem of Orange County and something we can all be proud of.

Sincerely,

VETERANS ALLIANCE OF ORANGE COUNTY

Nick Berardino

Nick Berardino
President

cc: Honorable Doug Chaffee, Chairman, Fourth Supervisorial District
Honorable Andrew Do, First Supervisorial District
Honorable Katrina Foley, Supervisor, Second Supervisorial District
Honorable Lisa Bartlett, Fifth Supervisorial District

ORANGE COUNTY
PROFESSIONAL FIREFIGHTERS ASSOCIATION
IAFF LOCAL 3631

1342 Bell Avenue, Suite 3A, Tustin, CA 92780
Office: (949) 486-3631 • Fax: (949) 486-3636 • Website: www.ocfirefighters.org

Executive Board

R. Todd Baldridge
President

Justin Dillon
Vice President

Steve Kriha
Vice President

Sam Semingson
Treasurer

Scott Martin
Secretary

Brian Abney
Director

Andrew Bergen
Director

Buddy Lee Brown
Director

Lee Cabrera
Director

Scott Nestor
Director

March 3, 2022

Sent via email, original available upon request

Clerk of the Board
Orange County Board of Supervisors
333 W. Santa Ana Blvd.
Santa Ana, CA 92701

Dear Board of Supervisors,

Orange County Professional Firefighters Association, Local 3631 (OCPFA) support Supervisor Wagner's Supplemental Agenda Item S38E.

The men and women of OCPFA are committed to the safety and wellbeing of all residents and visitors of Orange County. By setting aside and reserving 10 acres of the PUBLIC CEMETERY to be used for sworn police officers and firefighters would bring immense pride to our members. The ability to honor our firefighter and law enforcement brothers and sisters that risk their lives to serve the citizens of Orange County would be the first of its kind in the Nation.

We urge the Board to vote Yes and support Supervisor Wagner's Supplemental Agenda Item S38E. If we can be of any assistance, please do not hesitate to contact us. Thank you for your consideration.

Sincerely,

R. Todd Baldridge, President
Orange County Professional Firefighters, Local 3631

TUSTIN POLICE DEPARTMENT

CHIEF OF POLICE
(714) 573-3300

PROFESSIONAL STANDARDS DIVISION
(714) 573-3303

TRAFFIC UNIT
(714) 573-3219

COMMUNICATIONS UNIT
(714) 573-3225

RECORDS UNIT
(714) 573-3200

INVESTIGATIONS UNIT
(714) 573-3240

PROPERTY & EVIDENCE UNIT
(714) 573-3232

March 3, 2022

The Honorable Donald P. Wagner
Supervisor – 3rd District
Orange County Board of Supervisors
333. West Santa Ana Boulevard
Santa Ana, CA 92701

Honorable Wagner:

I am writing to express my support to establish the Nation's First-Ever Service Cemetery Site for Police Officers and Firefighters.

The proposed 10 acres would be reserved for sworn police officers or firefighters who have served in their community for over 10 years. This cemetery will provide families a place to see their loved ones memorialized for years to come. It is an opportunity to honor police officers and firefighters and recognize the sacrifice of those loved and left behind. The proposed cemetery would give back to our First Responders and never forget the sacrifice made by them and their families for their community and country.

I ask that the Orange County Board of Supervisors join me and other Orange County Chiefs of Police in the support of the First Ever Service Cemetery in Orange County.

Sincerely,

STU GREENBERG
Chief of Police

SG/SN/sd

TUSTIN
COMMUNITY TREES HISTORY FUTURE
BUILDING OUR FUTURE
HONORING OUR PAST

CITY OF NEWPORT BEACH
870 Santa Barbara Drive
Newport Beach, California 92660
949-644-3681 | 949-644-3794 FAX
nbpd.org

March 4, 2022

Orange County Board of Supervisors
333 W. Santa Ana Boulevard
Santa Ana, CA 92701

RE: March 8, 2022 Agenda Item S38E

Dear Supervisors:

I am writing to express my support for Agenda Item S38E at the March 8, 2022 Board of Supervisors Meeting. If approved, this item would result in an official request for the Cemetery District to set aside space in the public cemetery for police officers and firefighters who have met certain standards of service to the residents of Orange County. I believe that such a request is a fitting honor and acknowledgement of the selfless service these men and women have displayed throughout their careers.

Sincerely,

Jon T. Lewis
CHIEF OF POLICE

RECEIVED
2022 MAR -2 AM 11:27
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

MEMORANDUM

To: Clerk of the Board

From: Donald P. Wagner, Vice Chairman, Third District

Jan Agnell for DW

Date: March 2, 2022

RE: Supplemental Item for March 8

S38E

I would like to add a supplemental item to the March 8, 2022 Board of Supervisors meeting. I am requesting that the Board of Supervisors officially request the Cemetery District to set aside 10 acres of the ***PUBLIC CEMETERY*** donated to the Cemetery District by the County of Orange. These 10 acres of the ***PUBLIC CEMETERY*** will be reserved and used for those men and women who spent more than 10 years risking their lives as a sworn police officer and/or fire fighter that served the residents of Orange County for more than 50% of their career. Any man and or woman who qualifies to be buried within these 10 acres will be allowed to share their plot with a significant other. However, these plots will be treated and maintained by the Cemetery District as like any other plot in the ***PUBLIC CEMETERY***.

Revision to ASR and/or Attachments

Date: **Thursday, March 3, 2022**

To: Clerk of the Board of Supervisors

CC: County Executive Office

From: **Supervisor Lisa A. Bartlett and Supervisor Donald P. Wagner**

Re: ASR Control #: Supplemental, Meeting Date 3/8/22, Item No. # S38F

Subject: Direct County Executive Office to communicate opposition for any future placements of Sexually Violent Predators in Orange County

---

Explanation:

The Background Information must be corrected in order to ensure accuracy of the information provided.

RECEIVED
2022 MAR -4 AM 8:47
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

☐ Revised Recommended Action(s)

☒ Make modifications to the:

☐ Subject ☒ Background Information ☐ Summary ☐ Financial Impact

The State of California operates a Sexually Violent Predator program whereby, after the ~~competition~~ completion of a court process, the State places the individual in local communities.

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

Agenda Item S38F

AGENDA STAFF REPORT

ASR Control

MEETING DATE:	03/08/22
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	Supervisor Lisa A. Bartlett Supervisor Donald P. Wagner
DEPARTMENT CONTACT PERSON(S):	James Dinwiddie (714) 834-3550 Tara Campbell (714) 834-3330

SUBJECT: Direct County Executive Office to communicate opposition for any future placements of Sexually Violent Predators in Orange County

RECEIVED
2022 MAR -2 AM 11:38
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

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:** N/A

Prior Board Action: N/A

RECOMMENDED ACTION(S):

1. Direct the County Executive Officer to take necessary actions to oppose placements of Sexually Violent Predators in Orange County, including advocating for legislative changes to ensure local jurisdictions have full participation in the Sexually Violent Predators release and placement process.

2. Direct the County Executive Officer to send a letter communicating the County's position to the State of California Department of State Hospitals and other relevant agencies.

SUMMARY:

Approval of this Agenda Staff Report will demonstrate the Orange County Board of Supervisors' opposition to placements of Sexually Violent Predators in Orange County. This action supports Orange County residents' right to live in safe communities where its most vulnerable populations are protected.

BACKGROUND INFORMATION:

The law defines a person as a "Sexually Violent Predator" if he or she "has been convicted of a sexually violent offense against one or more victims and who has a diagnosed mental disorder that makes the person a danger to the health and safety of others in that it is likely that he or she will engage in sexually violent criminal behavior." (Welf. & Inst. Code, § 6600, subd. (a)(1).) The State of California operates a Sexually Violent Predator program whereby, after the competition of a court process, the State places the individual in local communities. Generally, a Sexually Violent Predator is placed in his or her "domicile" county, i.e. the county in which he or she has a permanent residence or intends to return. In such cases, the domicile

county has the burden of designating "a county agency or program that will provide assistance and consultation in the process of locating and securing housing within the county for persons committed as sexually violent predators" who are about to be released into the local community. (Welf. & Inst. Code, § 6608.5, subd. (d).) In other words, counties are expected to facilitate the placement of Sexually Violent Predators in their communities. While law enforcement agencies serving the proposed placements are provided notice and an opportunity to be heard before placements occur, there is no provision in the Sexually Violent Predator placement process for counties to participate in the placement process or object to the State's plans for placement of Sexually Violent Predators in local communities. (Welf. & Inst. Code, §§ 6608.5, subd. (e) and 6609.1.)

Currently in Orange County there are no known placements of Sexually Violent Predators. However, five Sexually Violent Predators have been placed in neighboring San Diego County. Until the applicable law on the placement of Sexually Violent Predators is changed to allow counties full participation in the placement process, Orange County is at risk of having Sexually Violent Predators placed in local neighborhoods.

Recently, the San Diego County Board of Supervisors (SD Board) took action to direct its Chief Administrative Officer (CAO) to oppose any further placements of Sexually Violent Predators in San Diego County until the law has been updated to allow full participation of local jurisdictions in the release and placement process. Additionally, the SD Board directed its CAO to send a letter communicating San Diego County's position to the State of California Department of State Hospitals and other relevant agencies.

Approval of this item will send a clear message that: 1) the Board opposes placement of Sexually Violent Predators in Orange County neighborhoods; and, 2) advocates changes to the placement process to ensure Orange County has a full opportunity to participate in the process.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

N/A

County Executive Office

Memorandum

RECEIVED
2022 MAR -2 PM 2:03
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

March 1, 2022

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.03.01 12:45:03 -08'00'

Subject: Exception to Rule 21

S38G

The County Executive Office is requesting a Supplemental Agenda Staff Report for the March 8, 2022, Board Hearing.

Agency: Clerk of the Board
Subject: Contract for Board Hearing Room Hardware, Software and Professional Services
Districts: All Districts

Reason Item is Supplemental: Negotiations extended beyond the date for filing an ASR on the published agenda.

Justification: This item needs to be heard on March 8th because equipment and related installations need to be ordered so the vendor can complete installation prior to the opening of the new CAN building and cannot order equipment until this contract is in place. Any further delay could impact completion by the deadline for the targeted CAN opening.

Concur: _____
Doug Chaffee, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item 338G
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
2022 MAR -2 PM 2:03
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

MEETING DATE:	3/8/2022
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	Clerk of the Board
DEPARTMENT HEAD REVIEW:	Robin Stieler *Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	KC Roestenberg (714) 567-5075 Ronald Galang (714) 834-3458

SUBJECT: Contract for Board Hearing Room Hardware, Software and Professional Services

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
Digitally signed by Frank Kim DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US Date: 2022.03.01 12:44:01 -08'00' *CEO Signature*	Approved as to form *Action* *County Counsel Signature*	Discussion 3 Votes Board Majority

Budgeted: No **Current Year Cost:** $375,478

Annual Cost: FY 2022-23 $527,922
FY 2023-24 $527,922
FY 2024-25 $527,922
FY 2025-26 $527,922
FY 2026-27 $395,941

Staffing Impact: No **# of Positions:**
Current Fiscal Year Revenue: N/A
Funding Source: GF:100%

Sole Source: No
County Audit in last 3 years No

Prior Board Action: N/A

RECOMMENDED ACTION(S)

Authorize County Procurement Officer or Deputized designee to execute contract with Network Television Time, Inc. (NTT) for Board Hearing Room Hardware, Software and Professional Services, effective March 9, 2022 through March 8, 2027, in an amount not to exceed $2,883,107, and renewable for two additional one-year terms.

SUMMARY:

Approval of the contract with NTT will provide the hardware, software and professional services needed to support board meeting recording and live streaming access to the public during County of Orange Board of Supervisors meetings for the new board room in the new County Administration North (CAN) building.

BACKGROUND INFORMATION:

The County Board of Supervisors (Board) meetings are produced and broadcast live to the public on the Internet at www.ocgov.com. The meetings are also recorded for later broadcast by local cable companies and available through an on-line archive.

On July 26, 2021, the County solicited a Request for Proposals (RFP) for Board Hearing Room Hardware, Software and Professional Services which also includes the installation of broadcast cameras and audio/visual equipment in the new Board of Supervisors hearing room in the CAN building. The solicitation also required that vendors responding to the RFP to fully staff and support the new Board room and audio/video control room in the CAN building during all scheduled and special Board meetings. Staff support during current board meetings in the Hall of Administration is provided by the Orange County Sheriff Communications team.

As a result of the RFP process, the County received one proposal from NTT. An evaluation panel, consisting of representatives from the County Executive Office, Clerk of the Board, and Orange County Sheriff Communications individually rated the proposal in accordance with the criteria outlined in the RFP and scored each criteria using pre-established weighting factors.

Clerk of the Board is requesting approval of Contract MA-017-22010907 with NTT for the period of March 9, 2022, through March 8, 2027, at an estimated annual cost not to exceed $527,921.72 for an accumulative cost not to exceed $2,883,106.54

The proposed Contract includes the following services:

1. Installation of all Broadcast Equipment in the CAN building.
2. Audio and Video production and support of regularly scheduled BOS meetings and BOS special meetings.
3. Board and Control room support services
4. Broadcast and Production Services of all BOS Board meetings
   - Web Hosting/Streaming
   - Archiving
   - Video Media
   - Storage and Duplication of Electronic Media

The estimated cost for Board Video and Equipment Services during the Contract terms are based on the following:

Part I - One-Time Non-Recurring Transition Cost (including Material/Equipment and Installation)	**Unit**	**Unit Cost**	**Total Cost**
Monthly Payment	6	$33,333.33	$200,000.00
Milestone - after the 1st mock meeting	1	10,874.48	10,874.48
Milestone - after the 4th mock meeting	1	10,874.48	10,874.48
Milestone - after the 6th mock meeting	1	10,874.48	10,874.48
Milestone - after County acceptance for Contractors complete broadcast solution	1	10,874.50	10,874.50
		Total:	**$243,497.94**

Part II: Schedule of Services	Unit	Unit Cost	Est. Annual Cost
Broadcasting System Monthly Rental	12	$4,162.12	$49,945.44
Broadcast/Webcasting/SaaS Platforms Monthly Maintenance	12	5,614.00	67,368.00
Comprehensive Operational System Testing	12	1,625.03	19,500.36
Audio Engineering Monthly Payment	12	2,708.38	32,500.56
Video Engineering Monthly Payment	12	2,166.70	26,000.40
Directing and Production (During Meeting) (cameras, graphics)	12	5,319.25	63,830.76
Post Production (Post Meeting)	12	1,625.03	19,500.36
Webcasting and Broadcasting (broadcast to the public)	12	1,625.03	19,500.36
During-Meeting CAN Technical Support	12	2,816.71	33,800.52
Hourly Closed Captioning Services (4-hour min)	12	1,950.08	23,400.96
BOS Meeting Transcript	12	214.50	2,574.00
Contingency Miscellaneous Services (Estimated average annual cost amount):	As Needed		170,000.00
Contingency Additional broadcast Board Meeting	Each	8,255.00	
Contingency Non-County meeting (utilize Board Hearing Room with Audio, Visual, broadcast, production, and/or support services)	Each	1,500.00	
Contingency Other Miscellaneous Services	As Needed	40,000.00	
	Estimated Annual Total:		**$527,921.72**

The Miscellaneous Services contingency amount provides the County with the flexibility to purchase additional services as needed or required by the Board during the term of the original contract. This is typically used for special meetings of the Board. The Miscellaneous Services amount of $170,000 is an estimate based on the fee above and potential use of Miscellaneous Services.

NTT's performance has been confirmed as satisfactory. The Clerk of the Board has verified there are no concerns that must be addressed with respect to NTT's ownership/name, litigation status or conflicts with County interests. The Orange County Preference Policy (OCPP) was applicable and incorporated into this solicitation. Zero (0) OCPP qualified proposals were submitted.

The request for approval of contract is submitted to the Board less than 30 days prior to the commencement date due to delays in contract negotiations between the County and the Contractor.

The Contract includes one subcontractor, Granicus, who will provide web streaming services, which fall under the Webcasting and Broadcasting Cost. See Attachment C for information regarding subcontractor and Contract Summary Form.

FINANCIAL IMPACT:

FY 2021-22 one-time costs will be charged and absorbed by Countywide County Admin North Project Budget in Fund 15D and necessary budget transfer will be included in the budget adjustment. On-going appropriations for this Contract are included in Clerk of the Board Budget Control 011, FY 2021-2022 budget and will be included in the budgeting process for future years. The Contract contains language that permits reductions or termination of the Contract immediately without penalty if approved funding or appropriations are not forthcoming and upon 30-days' notice without penalty.

FY 2021-22 $375,478
FY 2022-23 $527,922
FY 2023-24 $527,922
FY 2024-25 $527,922
FY 2025-26 $527,922
FY 2026-27 $395,941

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Contract MA-017-22010907
Attachment B - Evaluation Scoring Sheets
Attachment C - Contract Summary Form

CONTRACT NO. MA-017-22010907

FOR

BOARD HEARING ROOM HARDWARE, SOFTWARE AND PROFESSIONAL SERVICES

BETWEEN

COUNTY OF ORANGE

AND

NETWORK TELEVISION TIME INC.

CONTRACT NO. MA-017-22010907
FOR
BOARD HEARING ROOM
HARDWARE, SOFTWARE AND PROFESSIONAL SERVICES
BETWEEN
COUNTY OF ORANGE
AND
NETWORK TELEVISION TIME INC.

This Contract for Board Hearing Room Hardware, Software and Professional Services ("Contract"), is made and entered into as of the date fully executed by and between the County of Orange ("County"), a political subdivision of the State of California, acting through Orange County Clerk of the Board ("COB") and Network Television Time Inc. ("Contractor"), with a place of business at 1014 S. Westlake Blvd. Ste. 14-305 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 and Exhibits, which are incorporated herein by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Compensation, Pricing and Payment
Attachment C – Implementation Plan/Project Schedule
Attachment D – Acceptance & Testing
Attachment E – Equipment List
Attachment F – Staffing Plan
Attachment G – Language Access Policy

Exhibit A – Orange County Civic Center Board Hearing Room Audiovisual Clarifications
Exhibit B – Orange County Civic Center Board Hearing Room Audiovisual Systems Drawings
Exhibit C – Orange County Civic Center Board Hearing Room Audiovisual Infrastructure Drawings
Exhibit D – Orange County Civic Center Board Hearing Room Tech Lighting Drawings

RECITALS

WHEREAS, Contractor responded to Request for Proposals No. 017-2101205-AP-OCIT ("RFP") for Board Hearing Room Hardware, Software and Professional Services; and

WHEREAS, Contractor responded to the RFP and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, Contractor agrees to provide goods and services as further set forth in this Contract including all Attachments and Exhibits; and

WHEREAS, County agrees to pay Contractor the fees as more specifically described in Attachment B, Compensation, Pricing and Payment; and

WHEREAS, County Board of Supervisors has authorized the County Procurement Officer or designee to enter into this Contract for Board Hearing Room Hardware, Software and Professional Services.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

I. Definitions:

Services: The term "Services" shall mean those Services as more fully described in Attachment A, Scope of Work.

System: The term "System" shall mean all equipment necessary for the production and broadcasting of meetings held in the County's Board Hearing Room.

II. 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 trial to another county.

B. **Entire Contract:** This Contract, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, 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 his designee, hereinafter "Purchasing Agent."

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 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 descriptions or 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 the County, 1) acceptance shall not be deemed complete unless in writing and until all goods and services have been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. **Warranty:** Contractor expressly warrants that the Services covered by this Contract will be performed with reasonable skill and diligence, and that the Deliverables created by such services, as described in the Scope of Work attached hereto, will be fit for the particular purpose for which it is 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 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 Indemnities 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, but not limited to, attorney's fees, costs and expenses.

I. **Assignment or Subcontracting:** 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 or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or subcontract 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.

County consents to the following subcontractor in accordance with this paragraph I: Granicus, Inc.

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 all the penalties imposed for a violation of Section 1720 et seq. 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 terminate this Contract without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any 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 obligations.

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:** Contractor shall perform 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 services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to sub contract, 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") and deductibles 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:

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	$1,000,000 per occurrence

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 Insureds, 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.

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 interests clause also known as a "separation of insureds" 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 of Interest Status:** 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.

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 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 thirty-six (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 (F.O.B. Destination):** 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, or where any provision hereof is validly asserted as a defense, each Party shall bear its 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 has 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 affect 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, consultants and subcontractors 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 employee, consultants and subcontractors 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 Provisions:** 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 Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, 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:** 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. 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.

III. Additional Terms and Conditions:

1. **Scope of Contract:** This Contract, together with the Attachments and Exhibits attached hereto and included herein by reference, specifies the contractual terms and conditions by which Contractor shall provide County with Board Hearing Room Hardware, Software and Professional Services.

2. **Term of Contract:** This Contract shall be effective from **March 9, 2022, through and including March 8, 2027**. This Contract may be renewed for two (2) additional one (1) year periods by mutual

written agreement of both Parties. County does not have to give any reason should it elect not to renew or extend this Contract. Any renewal may require approval of the County of Orange Board of Supervisors.

3. **System Refresh and Amendment:** County may, at County's sole discretion, request Contractor, at any time during the term of this Contract, to prepare a proposal, at no additional cost, to update the System used to perform the Services. County's Project Manager shall submit a written request to Contractor's Project Manager that specifies the desired System refresh. Contractor shall, not more than thirty (30) business days (or other mutually agreed upon period) after receiving the written request, submit to the County's Project Manager a proposal that includes, but is not limited to, a detailed equipment list, estimated timeframe, detailed cost, etc. If County accepts Contractor's proposal, Contractor shall provide the requested System refresh for the cost stated in the proposal and subject to the terms and conditions of this Contract and any Amendment, if applicable. County can decline to accept the proposal provided by the Contractor under this Paragraph 3 for any reason or no reason and does not have to give a reason should it elect not to accept the System refresh proposal. Acceptance of the proposal may require a Contract Amendment and approval of the County of Orange Board of Supervisors.

4. **Precedence:** The Contract documents will consist of this Contract, including its Attachments and Exhibits. In the event of a conflict or inconsistency between or among the Contract documents, the following order of precedence shall apply: the provisions of the main body of this Contract (i.e., those provisions set forth in the recitals and articles, excluding its Attachments and Exhibits), Attachments A through G; Exhibits A through D.

5. **Orderly Termination:** Upon receipt of a termination notice from County, Contractor shall stop work under this Contract on the date and to the extent specified in the termination notice. Contractor shall complete performance of such part of the work as shall not have been terminated by the termination notice, if any. County shall pay Contractor all undisputed amounts due and payable hereunder, if any. Contractor shall pay County all amounts due and payable hereunder, such as performance credits and prepaid fees, if any. Upon termination or expiration of this Contract, each Party shall assist the other Party in transferring and/or migrating all assets, records filed with the Clerk of the Board, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party. 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 this Contract and Contractor shall return all County data to County in the file format specified by County within thirty (30) calendar days. In addition, Contractor shall erase, destroy, and render unreadable all data in its entirety remaining in Contractor's (including any subcontractor's) possession, but only after the County data has been returned to County. County data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within thirty (30) calendar days of termination or expiration of this Contract or within seven (7) calendar days of a request of County, whichever shall come first. Notwithstanding the foregoing, the foregoing requirement to return, erase, destroy and render data unreadable, including County data, shall not apply to electronic copies of such data maintained in a non-production environment in accordance with Contractor's standard procedures for electronic archiving.

6. **Purchase and Transfer of Assets:** Effective as of the expiration of the Term or termination date if terminated prior to the expiration of the Term, County shall have the option to purchase all or a portion of the equipment ("Purchased Assets") used by Vendor in or for the provision of the Services, or the operation, support or maintenance of the System. The purchase price of the Purchased Assets shall be in accordance with Attachment B, Compensation, Pricing, and Payment. For all such Purchased Assets, Vendor shall convey to the County, at no additional charge, all ownership, Prepaid

Original Manufacture Equipment Hardware and software Maintenance, OEM, title and interest, and shall execute all documents necessary or reasonably requested by County to perfect County's ownership rights in such Purchased Assets. For the avoidance of doubt, County's option to obtain Purchased Assets under this Section 5 applies only to those assets dedicated exclusively to the delivery of Services for County. Complete conveyance of all Purchased Assets shall occur no later than the date of Contract expiration or termination including any renewals if applicable. Notwithstanding the foregoing, Vendor shall promptly remove from the County's premises any Vendor Assets associated with the Terminated Services that the County elects not to purchase.

7. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in Attachment B, Cost/Compensation, as full remuneration 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.

8. **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.

9. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of the Contract. If such appropriations are not approved, the Contract will be terminated without penalty to the County.

10. **Performance Bonds:** The Contractor shall furnish, at time of signing the Contract, one surety bond in the amount of **$500,000**, guaranteeing the faithful performance of the Contract. Said bond to be approved by County including the Office of Risk Management and the Office of the County Counsel. Such bond shall be the forms provided in these specifications and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California). (e.g., if the bond is issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.)

    The faithful performance bond shall be issued by a Surety company with a minimum insurance rating of A- (Secure 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. The Surety Company must also be authorized to write in California by the Department of the Treasury and must be listed on the most current edition of the Department of Treasury's Listing of Approved Securities.

    If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the County, the Contractor shall promptly furnish such additional security as may be required by the County or the Board of Supervisors from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the Work contemplated by this Contract.

    Faithful Performance Bond must be received by County within 10 calendar days of award of the Contract. Any claims by Contractor for adjustments in time and/or cost for delays in delivering the Faithful Performance Bond to the County will not be considered. Failure to deliver the Faithful Performance Bond within 10 calendar days of award of the Contract may be considered a breach of Contract.

11. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

    If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract Amendment; said Amendment shall be issued by the County-assigned DPA, shall require the mutual consent of all Parties, and may be prohibit the Contractor from proceeding with the work as set forth in this Contract.

12. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

13. **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:

    i. Terminate the Contract immediately, pursuant to Section K herein;

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

    iii. Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and

    iv. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

14. **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.

15. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration 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.

16. **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.

17. **Contractor – Change in Ownership:** The Contractor agrees that if there is a change in ownership prior to completion of this Contract, the new owner will be required, under terms of sale, to assume this Contract and complete it to the satisfaction of the County.

18. **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 and agents, associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

19. **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.

20. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.

21. **Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a County agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.

22. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

    For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

23. **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.

24. **Contractor Personnel-Reference Check:** 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 anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference cheeks, coordinated by the agency/department issuing this Contract.

25. **Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the County under this Contract.

26. **Contractor's Project Manager & 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, whose consent shall not be unreasonably withheld.

    The Contractor's project manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.

27. **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 (or a cloud-based storage solution) for a period of seven (7) 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 DPA.

28. **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.

29. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the proposal being deemed non-responsible.

30. **Default:** In case of default by Contractor, the County of Orange 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.

31. **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 Purchasing Agent by way of the following process:

        i. The Contractor shall submit to the agency/department assigned DPA 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.

ii. 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 provision of services under this Contract. 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 Purchasing Agent or his designee. If the County fails to render a decision within ninety (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 Terminate for Convenience as stated in Section K herein.

32. **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:

a. 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).

b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

i. The dangers of drug abuse in the workplace;

ii. The organization's policy of maintaining a drug-free workplace;

iii. Any available counseling, rehabilitation and employee assistance programs; and

iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:

i. Will receive a copy of the company's drug-free policy statement; and

ii. 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:

i. The Contractor has made false certification, or

ii. The Contractor violates the certification by failing to carry out the requirements as noted above.

33. **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.

34. **Entire Contract:** This Contract including all attachments and exhibits comprise the entire Contract between the Contractor and the County. Additional or new terms contained in this Contract, which vary from the Contractor's proposal, are deemed accepted by the Contractor by execution of this Contract or other commencement of performance hereunder. All previous proposals, offers, discussions, preliminary understandings and other communications relative to this Contract, oral or written, are hereby superseded, except to the extent that they have incorporated into this Contract. No future waiver of, exception to, addition to, or alteration of any of the terms, conditions and/or provisions of this Contract shall be considered valid unless specifically agreed to in writing by both Parties.

35. **Equal Employment Opportunity**: The Contractor shall comply with U.S. Executive Order 11426 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.

36. **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 Contractor 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 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 without payment of additional compensation.

37. **Firm Price Quotes:** Prices quoted herein shall be firm for the initial 5-year term of the Contract.

38. **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.

39. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.

40. **Limitations of Actions:** No action, regardless of form, arising out of this Contract may be brought by either party more than two (2) years after the cause of the action has arisen, or, in the case of nonpayment, more than two (2) years from the date of the last payment, except where either party, within two (2) years after a cause of action has arisen, provides the other party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying party concerning such cause of action, then the notifying party may bring an action based on the matter so disclosed at any time prior to the expiration of four (4) years from the time the cause of action arose.

41. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

42. **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.

43. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

44. **Price Increase/Decrease:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of thirty (30)-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, 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.

45. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

    The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar 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 and key personnel. Said approval shall not be unreasonably withheld.

46. **Project Schedule:** The services performed under this Contract shall be done in accordance with the approved project schedule incorporated herein as Attachment C which may be revised at the option of the County with the Contractor's concurrence. The Contractor shall be responsible for schedule adherence as outlined herein.

47. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

48. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

49. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

50. **Usage Reports:** The Contractor shall submit usage reports as requested by County. Contractor shall provide usage reports within fourteen days of such request. The usage report shall include all information requested by County, in a format specified by County.

51. **Validity:** The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

52. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

53. **Notices:** Any and all notices, requests demand 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 CONTACT
Network Television Time Inc. 1014 S. Westlake Blvd. Ste. 14-305 Westlake Village, CA 91361 Attn: Bruce Arditte Phone: (877) 468-8899 ext # 201 Email: barditte@NTTBroadcast.com

COUNTY CONTACTS	
Contract Administration & Operational Coordinator	**OCIT Project Manager** (Through September 2022 then transfer to Operational Coordinator)
County of Orange Clerk of the Board 333 W. Santa Ana Blvd., 4th Floor Santa Ana, CA 92701 Attn: Ronald Galang Phone: (714) 834-7242 Email: Ronald.galang@ocgov.com	County of Orange Information Technology 1055 N. Main St. Santa Ana, CA 92701 Attn: Martin Vo Phone: 714-834-7213 Email: Martin.Vo@ocit.ocgov.com

54. **Information Technology Confidentiality and Security Requirements:**

a. Information Access: Contractor personnel performing services under this Contract are subject to the confidentiality and non-disclosure restrictions contained in Paragraph "S" of this Contract. County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. The Contractor shall provide each Contractor staff with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County Data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time, except that Contractor shall have the right to aggregate and retain non-personally identifiable data.

b. Enhanced Security Procedures: County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control where such areas, facilities, or systems are wholly within County's control. County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. The Contractor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date. Notwithstanding the foregoing, any applicable enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce shall be incorporated into this Contract pursuant to a mutually acceptable amendment or change order.

c. Breach of Security: Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.

d. Security of County Data: Contractor represents and warrants that Contractor's personnel who have access to County data meet the necessary background checks, as conveyed to Contractor, and will adhere to the County's security requirements as set forth in this Contract. Contractor's personnel shall not view any human readable data unless authorized in writing by the County. Contractor's personnel shall be required to take annual Security Awareness Training as provided by the County.

All security incidents involving Contractor personnel or Contractor's subcontractors, including unsecure or improper data disposal, theft, loss, unauthorized disclosure, incorrect transmission of data, hacking, IT Incident, and unauthorized Use/Access associated with County data, must be promptly reported to the following County Cyber Security contacts using all email address listed below:

Rafael Linares,
County Chief Information Security Officer
1055 N. Main Street, 6th Floor
Santa Ana, CA 92701
Office: (714) 656-7728
Email: Rafael.Linares@ocit.ocgov.com
SecurityAdmin@ocit.ocgov.com

Linda Le, CHPC, CHC, CHP
County Privacy Officer
1055 N. Main Street, 6th Floor
Santa Ana, CA 92701
Office: (714) 834-4082
Email: Linda.Le@ocit.ocggov.com
SecurityAdmin@ocit.ocgov.com

55. **Multi-Vendor Environment Cooperation:** Contractor acknowledges that it will be delivering the Services in a multi-vendor environment with County and the County Third Party Vendors providing services related to the System. Contractor shall fully cooperate with and work in good faith with County Third Party Vendors as directed by County and shall do so at no additional charge to County. Such cooperation shall include, at no additional charge to County: (A) providing access to any Contractor Locations or other facilities being used to provide the Services, as necessary for County Third

Party Vendors to perform the work assigned to them; (B) providing access to the Equipment, Software, and Systems, (C) providing written requirements, standards, policies, or other documentation for the Services provided by Contractor.

56. **Work Order Process:** County may at any time request Contractor to perform additional services and/or provide additional goods related to the Services described in Attachment A, Scope of Work, pursuant to the work order request process outlined in this paragraph. County's Project Manager shall submit a written request to Contractor's Project Manager that specifies the desired services and/or goods to the same degree of specificity as in the original Scope of Work. Contractor shall, not more than thirty (30) business days (or other mutually agreed upon period) after receiving the written request, notify County whether or not the requested services and/or goods are possible and, if possible, has an associated impact to cost and/or schedule and, if so, provide a firm proposal that specifies the associated impact to the cost and/or schedule of the original Scope of Work. All professional services shall be at the rates set forth in Attachment B, Table V. If not possible, Contractor and County shall mutually agree upon an alternative scope of work or decide that the additional services and/or goods are no longer requested. Contractor will continue performing the Services in accordance with the current Attachment A, Scope of Work, until both Parties otherwise agree to the requested services and/or goods. If County accepts Contractor's proposal, Contractor shall provide the requested services and/or goods for the cost stated in the proposal and subject to the terms and conditions of this Contract. County's Project Manager shall have the authority of County to execute any and all such Work Orders.

END OF TERMS AND CONDITIONS

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date set forth opposite their signature(s).

Contractor shall provide two signatures as follows:

1) The first signature must be either the Chairman of the Board, President, or any Vice President;

2) The second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

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

NETWORK TELEVISION TIME INC.

Bruce Arditte	President
Print Name	Title
[signature]	2/25/22
Signature	Date
Print Name	Title
Signature	Date

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

Deputy Purchasing Agent Authorized Signature:

ANNIE PHAM	DEPUTY PURCHASING AGENT
Print Name	Title
Signature	Date

APPROVED AS TO FORM, County Counsel, County of Orange, California

Mark Servino	Supervising Deputy County Counsel
Print Name	Title
[signature]	February 25, 2022
Signature	Date

ATTACHMENT A

SCOPE OF WORK

I. BACKGROUND

Contractor shall provide hardware, software, and professional services to County for automation, audio and video production, and broadcast of all Orange County Board of Supervisor's (Board) meetings (or non-Board meetings as requested by the County) including regularly scheduled, special, and emergency meetings (Board Meetings). Contractor shall satisfy County requirements as detailed in the Scope of Work to provide audio and video production equipment, software, services, and other needed hardware to satisfy County requirements in this Scope of Work. Contractor shall provide recording, duplication, and archive of Board Meetings readily available to the public through an online searchable archive as well as the provision of digital media to County and streaming systems. Contractor shall provide live broadcast and distribution of Board Meetings to the public Internet, County Intranet including the support of teleconference and videoconference components.

Broadcast Equipment Lease with Option to Buy: Contractor shall provide Broadcast Equipment to capture and stream the County's Board Meetings and such Broadcast Equipment shall be available for the County to buy according to the agreed upon pricing schedule included in this Contract.

Operations Services: Contractor shall provide services to operate the County's Audiovisual (AV) Equipment and the Contractor's Broadcast Equipment including all AV equipment in the Board Hearing Room and Control Room, lighting, microphones, Crestron and other devices and components utilized to facilitate Board Meetings at the County's new administration building, the new administration building is referred to as the County Administration North (CAN) building.

Warranty and Service: Contractor shall provide on-going support for all of Contractor's Broadcast Equipment in the Board Hearing Room and Control Room including but not limited to cameras, production video switcher, audio mixer, graphics appliance, and web-streaming / capture appliances. See Section II.4 below for more information.

Board Meetings are currently held in the Board Hearing Room located at the Hall of Administration (HOA). When the new Board Hearing Room, located in CAN, is fully developed, (approximately 3rd quarter 2022), it shall be the responsibility of the Contractor to install required equipment and prepare the CAN Board Hearing Room and Control Room for the provision of Broadcasting and Production Services. Equipment currently located in the HOA shall be maintained for six (6) successful Board meetings in the new CAN Board Hearing Room after the go-live date of the new CAN Board Hearing Room and Control Room. NTT assets shall be removed following the 2nd successful board meeting in CAN. Installation and Testing of all equipment and services must be completed successfully in CAN by Contractor prior to broadcasting a live Board Meeting in CAN.

The Board typically has two scheduled meetings per month (every other Tuesday) with two (2) additional meetings in June for an average of twenty-six (26) regularly scheduled Board Meetings per year and it runs around six and a half hours long. The Board Meeting schedule is adopted by the Board annually and is subject to change based on the Board's direction. The Board will also facilitate special and emergency Board Meetings as necessary. The start and end times, recesses, and overall length of Board Meetings may vary and the Contractor is expected to accommodate these variances and provide services as outlined in the Scope of Work.

II. CONTRACTOR RESPONSIBILITIES

Contractor shall provide the following hardware and services described below:

1. General System Requirements

Examples of existing County archived video, MP3, and MP4 content (which indicates minimum production requirements and content organization requirements) is available on the County's web-site for reference:

1) https://board.ocgov.com/board-meeting-media-archive

Contractor System shall be capable of:

- Storage and Backups to fulfill the requirements of this Contract
- Concurrent Streaming Viewers & Distribution Infrastructure to fulfill the requirements of the Contract
- Systems monitoring equivalent or better than the existing system
- 24x7 technical support to fulfill the requirements of this Contract
- Intuitive webcasting management system available via any standard web browser and all necessary encoding hardware
- Allow for live rewind/fast forward and the ability to "clip" certain segments of the video to download embed or publish to alternate websites.
- Ability to share video to the social grid

The System shall include a fully integrated public record where the associated documents (e.g., agendas, minutes, staff reports, and index points) are published and cross-linked alongside the streaming video.

The System shall include graphical reporting capabilities that includes number of viewed streaming sessions with date and time stamp information.

The System shall include a current Application to download and review the most recent agenda prior to and during a meeting.

The System will include open standard functionality for viewing Board meetings live on mobile devices, including phones and tablets. The System shall be compatible with the Granicus recording and webcasting platform.

Average Meeting Length Time
The average meeting length for the past 12 months is **6 ½ hours**.
Number of Special and Emergency Broadcast Meetings
As needed.
The number of Special Meetings varies depending on matters that need immediate approval by the Board. Please note that the County holds in reserve the third Tuesday of the month for closed session and/or special meetings; however, these meetings can be held on any day of the week.

• In 2016, there were 12 special meeting • In 2017, there were 6 special meeting • In 2018, there were 7 special meetings • In 2019, there were 2 special meetings • In 2020, there were 20 special meetings
Number of Meetings per year
The Board schedules two meetings per month with June having two (2) additional meetings scheduled for budget hearings (if needed). The yearly adopted meeting schedule consists of twenty-six (26) **regular** scheduled Board Meetings per year.

2. **Broadcast Video and Audio Hardware and Software**

Contractor shall provide, install, and maintain modern, up-to-date Broadcasting and Production equipment including high-definition cameras in the CAN Board Hearing Room. Cameras shall be securely mounted in the Board Hearing Room and utilize Power over Ethernet (POE) and / or Alternating Current (AC) power; cameras shall be operated and maintained by Contractor. Cameras installed and utilized by Contractor to provide services to County shall ensure full coverage of all five (5) members of the Board of Supervisors, the Clerk of the Board (COB), County Counsel, the County Executive Officer, the podium/public speakers, and the entire dais area.

Please refer to Exhibits A-D of this Contract for additional information about the CAN Board Hearing Room design and specifications.

The equipment provided by Contractor in the CAN Board Hearing Room shall be capable of streaming high-definition video and playing high-quality audio throughout the room. Video and Audio Controls shall be easy-to-use and must integrate with other systems as required by the County.

Services and equipment shall be scalable, interoperable technologies that provide flexible and intelligent Board Hearing Room operations.

3. **Installation of Broadcast Equipment**

Contractor shall provide and install all required Broadcast and Production equipment in the Board Hearing Room and Control Room located in the CAN building. Contractor will install, test, and deploy all software and hardware needed to meet the requirements of this Contract. Installation activities to be performed by Contractor shall be coordinated with the County and the County's CAN Developer and all safety measures established by the County and County CAN Developer must be followed by Contractor personnel.

For equipment installation, Contractor shall provide the County an installation schedule outlining the major installation milestones by week. This weekly installation schedule shall provide the County a clear understanding of what access and large equipment will be needed and how long it will take Contractor to install all required equipment and systems prior to the commencement of the first live Board Meeting broadcast and production in CAN.

Contractor shall be responsible for all costs associated with de-installation and removal of all equipment installed within this contract upon termination or expiration of the Agreement or any time a hardware replacement is deemed necessary during the contract period to fulfill the contract requirements. County may, at its option, purchase the equipment associated with the performance

of the Scope of Work, see Attachment B, Compensation, Pricing and Payment for more information.

a. **Equipment Installation and Rack & Cabling Requirements**

Contractor shall identify rack, cabling, power and cooling requirements for the proposed Broadcast and Production solution. The Contractor shall identify and provide camera cabling and installation instructions appropriate for the Contractor's Broadcast and Production solution to the County for installation. The Contractor shall perform acceptance testing of the cabling installation following the County's installation to confirm cabling is in working order. The length of the cable run between the Board Hearing Room and the Control Room is estimated to be approximately three hundred (300) feet.

Broadcast rack provisions will be completed by the County's CAN building Developer based on construction drawings and specifications. The broadcast racks shall be provided by the County. Contractor will inspect the provided broadcast racks to determine if the racks can be used with the Contractor provided equipment.

- If the County provided racks can be used, Contractor will issue a credit for the costs of the racks on the last invoice to the County for the non-recurring transition costs. See Attachment B, Compensation, Pricing and Payment, Table IV for payment schedule.

- If the racks cannot be used, County will remove the provided racks leaving space for Contractor provided racks.

Cabling installation will be coordinated with County and County vendors based on County-approved requirements identified by the Contractor.

b. **Lighting**

The video lighting system for the Board Hearing Room has been designed for optimum video camera capture. The system will be installed and commissioned by a qualified video lighting integrator and ready for use. Prior to commencement of providing services, Contractor may conduct a lighting test to determine if modifications and/or additional lighting is required in the Board Hearing Room. Any request by Contractor to perform a lighting test(s) must be submitted to the County's Project Manager for review and approval before further action. If lighting modifications are necessary to facilitate video production of the meetings, Contractor may submit recommendations to the County's Project Manager.

4. **Operation and Maintenance of Audiovisual, Broadcast, and Production Equipment**

Contractor is required to provide an adequate level of qualified personnel resources to satisfy all requirements in this Contract.

After Contract execution, Contractor shall learn the operations and procedures of the County's current Control Room by shadowing the current operators of the room for an agreed upon period of time. Once the agreed upon period of time is completed, Contractor shall provide the County, in writing, Standard Operating Procedures for the Control Room.

At least twenty-four (24) hours prior to the start of each Board Meeting, or as otherwise agreed upon in writing between County and Contractor, Contractor shall test and ensure proper operation of all relevant audio and visual equipment. On the day of Board Meetings, Contractor shall confirm proper setup and successful testing of audio and visual equipment and systems prior to the start of the Board Meeting. Contractor shall have adequate resources on-site for the duration of all Board

Meetings in order to, but not limited to, troubleshoot, resolve, and/or report incidents. Contractor resources shall also be available prior to and during Board Meetings to support County staff with technical questions, needs, and/or issues.

If testing reveals equipment that is not working properly and the Contractor cannot immediately resolve the issue or the fault is with equipment maintained by a third-party provider, the Contractor shall:

a. Inform County Project Manager of the issue and provide all necessary details. County Project Manager will then enter a request for service in Service Now, the County's service request management ticketing system.

b. Contractor will be assigned the ticket and coordinate the resolution with the third-party provider.

Service Now

a. Contractor shall utilize Service Now, the County's service request management system to coordinate and manage Service Requests and Change Requests.

   Process:
   i. County service requests will be entered into Service Now.
   ii. The Service Now system will email an alert to the Contractor at Help@NTTBroadcast.com indicating a Service Now ticket exists and needs attention.
   iii. Contractor will log into the Service Now system to manage the ticket and coordinate a resolution for the service request.
   iv. Contractor shall maintain timely and detailed information in the ticket at all times.

b. Contractor shall utilize Service Now, the County's service request management system, to request a change in the broadcast system from the County.

   Process:
   i. Contractor will discuss the need for the change with the County's Project Manager.
   ii. Upon agreement with the County's Project Manager, Contractor will submit the request through the Service Now system to request the change.
   iii. A Service Now ticket will be generated and routed for approval to the appropriate parties.
   iv. Upon approval, the requested change may take place.

Contractor shall provide preventive maintenance and repairs to the CAN Board Hearing Room Broadcast and Production equipment at no additional cost to County. Should the Parties renew the Contract for year six (6) and/or year seven (7), Contractor shall also provide preventive maintenance and repairs to the CAN Board Hearing Room Broadcast and Production.

In addition, Contractor may need to maintain the equipment during this Contract to meet and sustain the requirements of the County's business, such as equipment replacement, which shall be done at no additional cost to the County.

Contractor shall maintain all Broadcast and Production equipment and systems in professional working order to provide extremely reliable service.

5. Broadcast and Production Services

Contractor shall produce a live video feed and video recording of the entirety of all regular, special and emergency Board Meetings, unless a specific Meeting is cancelled, in which case the Clerk of the Board or a designee will provide Contractor with written notice of such cancellation. Should the regular Board Meeting be cancelled, Clerk of the Board or a designee will provide a 72-hour written notice of cancellation.

Contractor shall provide the personnel resources necessary to broadcast a live video and audio feed of all Board Meetings and create archivable video and audio recordings of all Board Meetings.

Contractor shall provide County with audio and video feed that is considered by industry professionals to be of broadcast quality for television distribution and meets broadcast technical standards as specified by current FCC and SMPTE standards. All audio and video services shall be broadcast quality in terms of a clear video image, correctness of color and brightness levels, clear audio signal, closed captioning, and must satisfy all other television broadcast technical standards – even if the County decides to limit distribution to web streaming.

Contractor shall provide services that satisfy the County's Language Access Policy (see Attachment G). The policy establishes standards and procedures for County departments to provide to members of the public with communications in the prevalent languages relevant to access County programs, services, and information, including but not limited to Board of Supervisors meeting agendas; emergency and public health notices; infographics; flyers; signage posted in public spaces; and County websites. Using the data provided by the 2010 Census for the Section 203 determinations, the top four languages other than English, with the population number, in Orange County, are: Spanish, Vietnamese, Chinese, and Korean. The prevalent languages may be revised and CEO Communications will inform departments of any changes to the language.

Contractor shall implement a failover solution to ensure that all Board Meetings are captured in cases where a network or other outage may occur, such as providing a local video and audio feed solution.

Board Meetings

A Board Meeting schedule is adopted by the Board annually and is subject to change based on the Board's direction. The approved Board Meeting schedule is published on the County's website at ocgov.com. The current link to the Board's Meeting Schedule is posted on the COBs 'Meeting & Agenda' website at https://board.ocgov.com/meetings-agendas. The current and/or approved Board schedule and frequency of meetings is subject to change based on direction from the Board, and Contractor is required to accommodate any such changes to the Board Meeting schedule during the term of the Agreement.

Currently, Board meetings typically begin at either 9:00 a.m. for presentations and/or at 9:30 a.m. for regular business on the second and fourth Tuesdays of the month, unless canceled. Special Board Meetings consisting of closed session items may be scheduled during the third Tuesday of the month. Board Meetings, or components thereof, may be held via teleconference or videoconference and Contractor is required to support and capture teleconference and/or videoconference components to satisfy requirements of the Agreement. All Board Meetings must be broadcasted and shall be posted on the Board Meeting Archive page, or elsewhere as directed by the County.

Emergency Broadcast Meetings

The Board may call Emergency Meetings as needed. Contractor shall provide Broadcast and Production Services for all Emergency Meetings. Contractor will be notified with any such upcoming

Emergency Meeting within an hour to a 24hr notice. The County has not had an emergency meeting in the past five (5) years and these occurrences are rare.

a. **Audio and Video Production**

The Crestron Audiovisual System (provided by the County) being designed and installed utilizes a Digital Signal Processor to mix sound for live sound reinforcement only. Contractor shall provide a fully mixed audio signal specifically for broadcast and recording purposes. Contractor shall provide pre and post-production audio mixing capability for corrections that may be needed to the audio feed. Contractor shall add the Crestron system to the pre-meeting checklist ensuring the Crestron system is ready for the live meeting. Contractor shall receive from Diversified all training and reference documents necessary to be familiar with how to operate the Audiovisual System.

Contractor shall provide closed captioning during the live broadcasted meetings and professional graphics system capable of producing a variety of fonts and color styles.

Contractor shall provide on-screen display of Board Agenda information in the Board Hearing Room as required by County including but not limited to current agenda item details, date, names and titles of meeting participants or speakers. Contractor shall also display other announcements as directed by the Clerk of the Board or designee.

For the agenda items that are on the "Consent" portion of the meeting agenda, only those items that are pulled for discussion by the Board or by the public during the meeting must be displayed by Contractor. Board Meeting agendas are typically available the Wednesday, two weeks prior to each Board Meeting; any supplemental agenda items will be published the Friday prior to the Tuesday Board Meeting. Special Board Meeting agendas are available approximately 24 hours prior to the Special Board Meeting.

Contractor shall prepare the on-screen text information in advance of each Board Meeting. The information to be displayed will be provided to Contractor by County, and Contractor shall include and display information as required by County which may include the entirety of each agenda item description and details provided with the official County agenda documents. The County will not accept a partial or abbreviated display of the agenda item description. Only a full and complete display of each agenda item will be acceptable. An average Board meeting agenda may consist of between 50-150 agenda items.

All visual graphic items listed below may be required to be displayed:

i. County seal
ii. Board Meeting date
iii. Name and title of Board of Supervisors and certain speakers
iv. Announcement directing viewers to website address to obtain meeting agenda
v. Announcement directing viewers to meeting room if they wish to attend the meeting
vi. Announcement directing viewers to telephone number to call to listen to the meeting.
vii. Future announcements as required by the County

At the conclusion of each Board Meeting broadcast, all electronic media shall be labeled by Contractor with information required by the County and all such digital files shall be delivered to the County and the COB no later than 11:00 am the following day after a Board Meeting.

b. **Web Hosting/Streaming**

Contractor shall provide a County Intranet and public Internet video streaming solution for live streaming and archiving of Board Meetings. Board Meetings shall be properly archived by Contractor for the duration of this Contract.

Contractor shall provide an internal video feed accessible to County employees that will reduce bandwidth demands for viewing of Board meetings by County staff.

c. **Video Media**

Contractor shall be responsible for making and providing County with a digital copy of each Board Meeting, or as otherwise requested by County. Contractor shall also provide a copy of each Board Meeting in a format suitable for On-Demand recall of video content via the streaming system. Electronic copies of each Board meeting shall be ready for mailing by no later than 11:00 a.m. the day following the Board meeting. Digital media requirements may vary and may change from time to time during the course of this Contract. If digital file requirements change during the course of this Contract, Contractor shall make all necessary equipment and system changes to continue providing media in the correct format to allow for On-Demand recall of video.

d. **Storage and Duplication of Electronic Media**

Contractor shall host local as well as cloud-based storage solutions for all media produced and retained for the entire duration of this Contract. At the closure of this Contract, Contractor shall transition all data retained during this Contract to the County of Orange or County's designee in a format agreed upon between the County and Contractor.

Contractor shall be required to add a pre-produced "program opening" and "program closing" to each Board Meeting broadcast video before any duplication is performed or produced. Contractor shall also provide a "program pause" when the Board breaks for Closed Session, lunch, or for any other reason.

County will provide all archived videos from prior Board Meetings to Contractor which Contractor shall include in the hosted archive of Board Meetings. All media in all formats is solely owned by the County of Orange and will be transferred by agreed upon means to the County upon termination or expiration of this Contract.

Contractor's archive solution shall be fully keyword-searchable, and users should be able to drill down to any level of public information; searching through the meeting videos, closed captions, agenda and supporting documentation, minutes, resolutions, etc. with advanced filters for data range, data type, etc. Contractor's streaming and archive solution must be capable of allowing users to search archived video content by words contained within the Board Meeting agenda and the closed captioning text.

Contractor will provide County, on a monthly basis, a user analytics report for live web streaming and archive usage.

6. **Transition Coordination and Cooperation**

Board Meetings are currently held in the Board Hearing Room located at the Hall of Administration (HOA). When the new Board Hearing Room located in the CAN building is fully developed, expected in mid-2022, it shall be the responsibility of the Contractor to install required equipment and prepare the CAN Board Hearing Room for the provision of Broadcasting and Production Services. During the installation and preparation process for the CAN Broadcast Room, services at HOA shall be maintained and there shall be no interruption in services provided to the County.

As part of the preparation process, in advance of the provision of Broadcasting and Production services under this Contract, the Contractor shall be required to deliver to County a Transition Plan to ensure a seamless transition of Broadcasting and Production services from HOA to CAN. Testing of all equipment and services must be completed successfully in CAN by Contractor prior to broadcasting a live Board Meeting in CAN.

7. **Board and Control Room Support Services**

Contractor shall ensure all cameras are working and change camera views accordingly as individuals are speaking, display any presentations being shown on the Board Hearing display screen on the video while the item is being presented, ensure live stream is working online, troubleshoot and resolve issues with the broadcast during live meetings, and provide additional relevant support services to the County.

Contractor shall occupy and operate the Control Room to support the Board and COB during the course of each meeting with any audio/visual related support in the Board Hearing Room.

In addition to operating the Control Room, Contractor shall also provide technical support such as assisting with the laptop connection, document camera, uploading/inserting flash drive to the County or the public as requested.

8. **Miscellaneous Services Available**

Upon County's written request, Contractor may provide a written quote or proposal for any or all the additional services specified in this Contract. The Miscellaneous Services shall be provided pursuant to the terms, on Attachment A (hereinafter "Miscellaneous Services") at an additional cost to the County. All such Miscellaneous Services, and other emerging, as yet unidentified services, shall be provided by Contractor only after mutual written agreement by the Parties.

Contractor shall have the ability to provide the following Miscellaneous Services request:

a. Non-Board Meetings: Audio, visual, broadcast, production, and/or support services for non-Board meetings held in the Board Hearing Room by other entities approved by the County or by County Agencies utilizing the Board Hearing Room.
    - In the event a County Agency cancels a scheduled non-Board meeting in the Board Hearing Room, County will provide Contractor, at a minimum, a five (5) day notice of cancellation.

b. Foreign Language Translation approved by the County such as Spanish, Chinese, Vietnamese, and Korean;

c. Production, changes, and revisions to the informational County documentary used as the opening sequence for each program of the Board Meetings;

d. Production edits, changes, and revisions of any and all on-screen graphics, including County logo, on-screen identification of speakers and agenda items, and any other regularly appearing graphic information;

e. Production and duplication of recorded programs of Board meetings in formats in addition to digital;

f. Rental of production and duplication equipment required for the production and duplication of recorded programs of Board meetings in formats in addition to digital;

g. Video and audio distribution box connected at floor box locations within the hearing room to enable local television stations to access the feed from time to time.

h. Video and audio production that does not occur within the BOS chambers, as may be

requested by the County.

i. Archiving and playback of video programming, as may be requested by the County.

9. **Transition Plan to be developed by Contractor**

Transition Plan shall include but not be limited to the following:

1. Transition Basis and Assumptions
2. Transition Team
   a) Vendor shall assign a "Transition Project Manager" whom should have at least five years of experience in leading and delivering similar projects on time and within budget. It is essential the Transition Project Manager has a working knowledge of project management tools, processes, framework, and reporting standards. The Transition Project Manager must also know how to manage stakeholder relationships.
   b) The Transition Project Manager should have at least a bachelor's degree in Computer Science, Project Management, Physics Engineering, Audio/Video Production, Broadcasting, or related Technical Degree. Certifications in PMP and Agile are highly preferred.
   c) Expectations of the vendor's Transition Project Manager:
      i. Be responsible for the day-to-day management of the vendor's project team, engagement initiatives and activities.
      ii. Be responsible for coordinating vendor resources and handling support requests as they are identified.
      iii. Ensure that deliverables are completed on time and meet the County's quality standards.
      iv. Be the primary point of contact for the vendor's team and be a liaison between the vendor and the County of Orange's project manager and team.
      v. Work closely together with the County and/or their project manager throughout the effort to set expectations with their respective organizations, establish a schedule and set milestones for delivery for both the vendor and the project team.
      vi. Be responsible for drafting, approving and regularly updating the project schedule in a format that is readily accessible to the County.
      vii. Provide guidance to the County on how to best leverage the vendor's product by sharing best practices, processes and experiences of other companies using the vendor's technology.
3. Transition Scope
4. Transition Schedule (specific dates to be coordinated with the County, current County provider, and CAN building development team)
5. Transition Staffing
6. Transition Communications
7. Continuity of Operations and Security

i. After Contract execution, Contractor shall learn the operations and procedures of the County's current Control Room by shadowing the current operators of the room for an agreed upon period of time.

ii. Once the agreed upon period of time is completed, Contractor shall provide the County in writing Standard Operating Procedures for the Control Room.

8. Testing, Readiness Reviews and Transition Closeout

III. SUMMARY OF EXHIBITS

The County is contracting separately with other third-party vendors to design and build the Board Hearing Room including an audiovisual system. For audiovisual system specifications and for information about the Hearing Room audiovisual system design, requirements and specifications being bid separately, please refer to the following Exhibits:

i. Exhibit A – Orange County Civic Center Hearing Room Audiovisual Addendum Clarifications;
ii. Exhibit B – Orange County Civic Center Hearing Room Audiovisual System Drawings;
iii. Exhibit C – Orange County Civic Center Hearing Room Audiovisual Infrastructure Drawings;
iv. Exhibit D – Orange County Civic Center Hearing Room Tech Lighting Drawings;

IV. COUNTY RESPONSIBILITIES

1. County will provide administrative direction to Contractor during the course of this Contract.
2. County will supply Contractor with the following:
   a. Access to the CAN Board Hearing Room and Control Room as agreed before, during and after each Board meeting, or as otherwise agreed between County and Contractor.
   b. Annual calendar of all scheduled Board Meetings as approved or amended by the Board. Special meetings and Emergency meetings will not be included in this schedule.
   c. Agenda and names of key participants for graphic and character generation.
   d. Operational rules and guidelines for video coverage of Board meetings. (Example: Only show person speaking, no editing, no reaction shots, must be gavel-to-gavel.).
   e. Electricity to power Contractor Broadcasting and Production equipment.
   f. Access to Orange County Service Now (SMS) application and County Service Desk contact information.
   g. Training on the Orange County Service Now application.
   h. Climate-controlled room space to install camera control system and duplicating or other required equipment.
   i. Telephone lines and Internet access as needed and as specified by the County according to the County business needs and which may be required and/or modified, from time to time, during the term of the Contract.
   j. Two fire extinguishers with special content that does not harm electrical equipment.

V. PURCHASE OF EQUIPMENT

At County's option, all of Contractor's equipment associated with the performance of the Scope of Work, including the equipment listed in Attachment E, Equipment List, may be purchased by the County in accordance with the agreed upon price as stated in Attachment B, Compensation Pricing, and Payment.

END OF ATTACHMENT A

ATTACHMENT B

COMPENSATION, PRICING AND PAYMENT

1. **Compensation:** Contractor agrees to provide goods and services at the fixed rates and prices in this Contract and agrees to accept the specified compensation as set forth in this Contract as full remuneration for (a) providing all Services and furnishing all staffing and materials required under this Contract, (b) any reasonably unforeseen difficulties which may arise or be encountered in the performance of the Services until acceptance, (c) risks connected with the Services, and (d) performance by Contractor of all its duties and obligations required herein as they now exist or may hereafter be amended. The total amount of this Contract shall not exceed **$3,499,059.10**. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.

   Except for the payment of its fees, neither Contractor nor Contractor's agents, employees, or subcontractors, are entitled to any damages from County, nor is any Party entitled to be reimbursed by County, for damages, charges, or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by County.

2. **Pricing:** Contractor shall bill County for goods provided and services rendered according to the Tables below:

TABLE I - CONTRACT AMOUNT BY YEAR

YEAR	DESCRIPTION	AMOUNT
1	One Time Non-Recurring Transition Cost	$243,497.94
1	Monthly Rental and Maintenance ($29,826.81 X 12 months)	$357,921.72
COUNTY MAY RECEIVE A ONE-TIME CREDIT ON THE FIRST INVOICE IN THE FIRST YEAR IF THE COUNTY SUPPLIED RACKS WILL BE UTILIZED BY CONTRACTOR. SEE ATTACHMENT A, SCOPE OF WORK, SECTION II.3.a FOR MORE INFORMATION.		
2	Monthly Rental and Maintenance ($29,826.81 X 12 months)	$357,921.72
3	Monthly Rental and Maintenance ($29,826.81 X 12 months)	$357,921.72
4	Monthly Rental and Maintenance ($29,826.81 X 12 months)	$357,921.72
5	Monthly Rental and Maintenance ($29,826.81 X 12 months)	$357,921.72
	TOTAL YEARS 1 - 5	**$2,033,106.54**
	Work Orders and Miscellaneous Services Up To $850,000 for the initial 5-year term of the Contract	**$850,000 (5-Year Total)**
	GRAND TOTAL FOR YEARS 1 - 5	**$2,883,106.54**
OPTION TO RENEW THE CONTRACT FOR TWO ADDITIONAL YEARS		
6	Monthly Maintenance and Support ($25,664.69 X 12 months)	$307,976.28
7	Monthly Maintenance and Support ($25,664.69 X 12 months)	$307,976.28
	TOTAL YEAR 6 - 7	**$615,952.56**
	GRAND TOTAL FOR YEARS 1 - 7	**$3,499,059.10**

TABLE II.A - MONTHLY RENTAL AND MAINTENANCE COST DETAILS YEARS 1 - 5

Description	Quantity	Unit Price (Monthly)	Tax	Amount USD Monthly for 5 Years
Broadcasting System Monthly Rental	**1**	**$ 4,162.12**	**Exempt**	**$ 4,162.12**
Equipment Maintenance (Broadcast System & Webcasting)	1	$ 399.00	Exempt	$ 399.00
Equipment Repair and Replacement (Broadcast System & Webcasting)	1	$ 500.00	Exempt	$ 500.00
Proactive Equipment Testing (discreet systems testing)	1	$ 300.00	Exempt	$ 300.00
System Administration/Asset Management/Contingency Planning/Documentation	1	$ 140.00	Exempt	$ 140.00
SaaS Platforms Monthly Managed Services	1	$ 3,000.00	Exempt	$ 3,000.00
Unlimited Storage/Unlimited Bandwidth/ Unlimited Templates /Graphics Package / Speaker Display	1	$ 1,000.00	Exempt	$ 1,000.00
Equipment Insurance	1	$ 275.00	Exempt	$ 275.00
Broadcast/Webcasting/SaaS Platforms Monthly Maintenance	**1**	**$ 5,614.00**	**Exempt**	**$ 5,614.00**
Comprehensive Operational System Testing	2.1667	$ 750.00	Exempt	$ 1,625.03
Audio Engineering	2.1667	$ 1,250.00	Exempt	$ 2,708.38
Video Engineering	2.1667	$ 1,000.00	Exempt	$ 2,166.70
Directing and Production (During Meeting) (cameras, graphics)	2.1667	$ 2,455.00	Exempt	$ 5,319.23
Post Production (Post Meeting)	2.1667	$ 750.00	Exempt	$ 1,625.03
Webcasting and Broadcasting (broadcast to the public)	2.1667	$ 750.00	Exempt	$ 1,625.03
During-Meeting CAN Technical Support	2.1667	$ 1,300.00	Exempt	$ 2,816.71
******Scope of Work Services**** Inclusive of all services except captioning and transcripts. (2.1667 meetings assumed per month for a total of 26 BOS events assumed for the year) Emergency events and Miscellaneous events are not included in this pricing.**	**2.1667**	**$ 8,255.00**	**Exempt**	**$ 17,886.11**
Closed Captioning is charged with 4 hours minimum and hourly thereafter. Actual charges will vary based on BOS meeting length.	8.667	$ 225.00	Exempt	$ 1,950.08
BOS Meeting Transcript	2.1667	$ 99.00	Exempt	$ 214.50
	Estimated Monthly Total Costs Years 1 - 5			**$ 29,826.81**

TABLE II.B - MONTHLY MAINTENANCE AND SUPPORT COST DETAILS YEARS 6 & 7 (If Contract is renewed)

Optional Years 6 & 7 Costs To Be Determined				
Description	**Quantity**	**Unit Price (Monthly)**	**Tax**	**Amount USD 5-Year**
Equipment Maintenance (Broadcast System & Webcasting)	1	$ 399.00	Exempt	$ 399.00
Equipment Repair and Replacement (Broadcast System & Webcasting)	1	$ 500.00	Exempt	$ 500.00
Proactive Equipment Testing (discreet systems testing)	1	$ 300.00	Exempt	$ 300.00
System Administration/Asset Management/Contingency Planning/Documentation	1	$ 140.00	Exempt	$ 140.00
SaaS Platforms Monthly Managed Services	1	$ 3,000.00	Exempt	$ 3,000.00
Unlimited Storage/Unlimited Bandwidth/ Unlimited Templates /Graphics Package / Speaker Display	1	$ 1,000.00	Exempt	$ 1,000.00
Equipment Insurance	1	$ 275.00	Exempt	$ 275.00

Broadcast/Webcasting/SaaS Platforms Monthly Maintenance	**1**	**$ 5,614.00**	**Exempt**	**$ 5,614.00**
Comprehensive Operational System Testing	2.1667	$ 750.00	Exempt	$ 1,625.03
Audio Engineering	2.1667	$ 1,250.00	Exempt	$ 2,708.38
Video Engineering	2.1667	$ 1,000.00	Exempt	$ 2,166.70
Directing and Production (During Meeting) (cameras, graphics)	2.1667	$ 2,455.00	Exempt	$ 5,319.23
Post Production (Post Meeting)	2.1667	$ 750.00	Exempt	$ 1,625.03
Webcasting and Broadcasting (broadcast to the public)	2.1667	$ 750.00	Exempt	$ 1,625.03
During-Meeting CAN Technical Support	2.1667	$ 1,300.00	Exempt	$ 2,816.71
******Scope of Work Services**** Inclusive of all services except captioning and transcripts. (2.1667 meetings assumed per month for a total of 26 BOS events assumed for the year) Emergency events and Miscellaneous events are not included in this pricing.**	**2.1667**	**$ 8,255.00**	**Exempt**	**$ 17,886.11**
Closed Captioning is charged with 4 hours minimum and hourly thereafter. Actual charges will vary based on BOS meeting length.	8.667	$ 225.00	Exempt	$ 1,950.08
BOS Meeting Transcript	2.1667	$ 99.00	Exempt	$ 214.50
	Estimated Monthly Total Costs Year 6 and/or 7			**$25,664.69**

NOTES
2.1667 meetings per month for a total of 26 BOS events per year
Emergency events and Miscellaneous events are not included in this pricing

TABLE III - ONE TIME NON-RECURRING TRANSITION COST

Estimated Month	Monthly Anticipated Deliverables	Unit	Amount
April/May	Complete Requirements and Design for Transition (includes but is not limited to) * Transition Basis and Assumptions * Transition Team * Transition Scope * Transition Schedule * Transition Staffing * Communications Plan * Continuity of Operations and Security	One-Time	$243,497.94
June/July	Complete Hardware & Software Configuration and Installation (includes but Is not limited to) *Complete installation of Hardware & Software *Hardware powered and able to run *All network connections & cabling fully installed at peripheral device end		
August/September	Complete Testing - Equipment & Services (includes but is not limited to) *Dry run of mock Board meetings that includes all services in SOW *Testing of all ad-hoc services *Testing of non-standard Board meetings such as: -Part of the Board attends via Teams -Part of the Board attends via dial-in -Foreign language closed captioning -Recovery from service disruptions		

	* Provide County with complete system design package including Standard Operating Procedures including responsibilities, timelines, etc.		
September/October	* Six (6) successful live broadcasted Board meetings		
	Total Non-Recurring Transition Cost		**$243,497.94**
See Table IV below for one-time non-recurring transition cost payment schedule			

TABLE IV - ONE TIME NON-RECURRING TRANSITION COST PAYMENT SCHEDULE

Month	Description	Unit	Invoice Date	Amount
March	Monthly Payment	One-Time	April 1st, 2022	$33,333.33
April	Monthly Payment	One-Time	May 1st, 2022	$33,333.33
May	Monthly Payment	One-Time	June 1st, 2022	$33,333.33
June	Monthly Payment	One-Time	July 1st, 2022	$33,333.33
July	Monthly Payment	One-Time	August 1st, 2022	$33,333.33
August	Monthly Payment	One-Time	September 1st, 2022	$33,333.35
	Total Non-Recurring Transition Cost			**$200,000**

MILESTONE	DELIVERABLES		UNIT	AMOUNT
1	**Successful completion of 1st "mock" meeting**		One-Time	$10,874.48
2	**Successful completion of 4th "mock" meeting**		One-Time	$10,874.48
3	**Successful completion of 6th "mock" meeting**		One-Time	$10,874.48
4	**County acceptance of Contractors complete broadcast solution**		One-Time	$10,874.50
	All Milestone Deliverables to be inspected and/or tested and signed off by County prior to payment.		**Total Milestone Costs**	**$43,497.94**
	TOTAL ONE TIME NON-RECURRING TRANSITION COST			**$243,497.94**

TABLE V – MISCELLANEOUS SERVICES PRICING FOR YEARS 1-7

Description	Unit	Amount
Additional fully broadcast Board meeting	Per Meeting	$8,255.00
Non-County Entities utilizing County Board Hearing Room Audio, visual, broadcast, production, and/or support services	Per Meeting	$1,500.00
Non-Broadcast Meeting utilizing the Board Hearing Room – audio visual support only. Hourly rate of $151.13 with four hours min. plus one hour of preparation and one hour post for a total of six hours. ($151.13 X 4 + $151.13 + $151.13 = $906.78)	Hourly	$151.13
Non-Broadcast Meeting utilizing the Room – audio visual support only. Hourly rate of $151.13 with four hours min. plus two hours of preparation and one hour post for a total of seven hours. **This service also includes live streaming using only one camera.** ($151.13 X 4 + $151.13 + $151.13 + $151.13 = $1,057.91)	Hourly	$151.13
Foreign Language Translation – Pricing provided upon request	Per Meeting	**$TBD**
Production, changes and revisions to the informational County documentary used as the opening sequence for each program of the Board Meetings including lighting, editing, etc.	Hourly	$100.00
Production and duplication of audio and/or video recorded programs of Board meetings in formats in addition to digital	Per Meeting	$100.00
Rental of production and duplication equipment required for the production and duplication of recorded programs of Board meetings in formats in addition to digital varies based on request starts at $100/day of usage	Per Day	$100.00
Production of video and audio off-site and not within the BOS chambers in CAN building.	Hourly	$100.00
Production edits, changes, and revisions of any and all on-screen graphics, including County logo, on-screen identification of speakers and agenda items, and any other regularly appearing information.	Hourly	$100.00
Electronic Transcript (flat fee) This is provided 24 hours after conclusion of meeting	Per Meeting	$99.00
Closed Captioning Minimum of 4 hours	Hourly	$225.00
Closed Captioning other languages with 4 hours minimum at $50 per language	Per Language	$50.00
Offsite AV Support	Hourly	$100.00

Stand-By Fee This is charged during closed session or other "break" during a meeting that causes NTT staff and systems to wait (stand by) for the meeting to resume charged by hourly.	Hourly	$225.00

TABLE VI – WORK ORDERS AND MISCELLANEOUS SERVICES

WORK ORDER(S) AND MISCELLANEOUS SERVICES
UP TO $850,00 FOR THE INITIAL 5-YEAR TERM OF THE CONTRACT

Continued On Next Page

TABLE VII – BUYOUT OPTION FOR YEARS 1-5

Note: Mark up shall not be allowed for the repair of the equipment owned by the County of Orange if the County chooses to buyout the equipment. Repair charges shall be paid at cost. Copies of the repair invoices without any mark-up shall be attached to the Contractor's invoice for verification.

5 - Year Contract - (Monthly Payment of $4,162.12)

County Buyout option = Month of buyout +30% of capitalized expense of $205,269.25 ($61,580.77)

$61,580.77 shall be prorated each month by $733.10 per-month starting in Month # 2. See examples below.

(Prorated amount = $61,580.77 / 84 mo.'s = $733.10 p/mo.)

Example: County buys Equipment at Month 25. Cost would be $129,544.12 + $17,594.40 Total = $147,138.52
($733.10 X 24 = $17,594.40)

Month	Cost - $	Month	Cost - $	Month	Cost - $	Month	Cost - $	Month	Cost - $
1	$202,475.59	13	$167,462.88	25	$129,544.12	37	$88,478.13	49	$44,003.68
2	$199,663.31	14	$164,417.18	26	$126,245.63	38	$84,905.87	50	$40,134.92
3	$196,832.28	15	$161,351.17	27	$122,925.15	39	$81,309.79	51	$36,240.37
4	$193,982.37	16	$158,264.72	28	$119,582.53	40	$77,689.73	52	$32,319.85
5	$191,113.47	17	$155,157.70	29	$116,217.63	41	$74,045.54	53	$28,373.20
6	$188,225.44	18	$152,029.97	30	$112,830.29	42	$70,377.06	54	$24,400.23
7	$185,318.15	19	$148,881.38	31	$109,420.37	43	$66,684.12	55	$20,400.78
8	$182,391.49	20	$145,711.80	32	$105,987.72	44	$62,966.56	56	$16,374.66
9	$179,445.31	21	$142,521.09	33	$102,532.18	45	$59,224.22	57	$12,321.71
10	$176,479.49	22	$139,309.11	34	$99,053.61	46	$55,456.92	58	$8,241.73
11	$173,493.90	23	$136,075.72	35	$95,551.85	47	$51,664.52	59	$4,134.56
12	$170,488.41	24	$132,820.77	36	$92,026.74	48	$47,846.83	60	$0.00

2 – Year Optional Renewal Period Buyout Option Month # 61 Calculation $733.10 x 59 = $43,252.90 $61,580.77 - $43,252.90 = $18,327.87			
Month	**Cost - $**	**Month**	**Cost - $**
61	$18,327.87	73	$9,530.67
62	$17,594.77	74	$8,797.57
63	$16,861.67	75	$8,064.47
64	$16,128.57	76	$7,331.37
65	$15,395.47	77	$6,598.27
66	$14,662.37	78	$5,865.17
67	$13,929.27	79	$5,132.07
68	$13,196.17	80	$4,398.97
69	$12,463.07	81	$3,665.87
70	$11,729.97	82	$2,932.77
71	$10,996.87	83	$2,199.67
72	$10,263.77	84	$1,466.57

TABLE VIII – HOURLY RATE SCHEDULE

POSITION TITLE	RATE
Senior Account Manager	$151.13
Director of Operations	$151.13
Senior Broadcast Engineer	$151.13
Broadcast Director	$151.13
Producer	$151.13
Webcast Coordinator	$151.13
Accessibility Coordinator	$151.13
Language Interpretation Coordinator	$151.13
Broadcast/AV Technician 1 & 2	$151.13
Language Interpretation Coordinator	$151.13
Verbal Interpreter	$151.13
Account Manager	$151.13
Video Engineer	$151.13
Video Repair Engineer	$151.13
Audio Engineer	$151.13
Audio Repair Engineer	$151.13
Captioner	$225.00
Account Manager	$151.13

On-Air Graphics Designer	$151.13
On-Air Graphic System Programming Engineer	$151.13
Director of Finance	$151.13

3. **Price Increase/Decreases:** No price increases will be permitted during the first five (5) years 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. 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. **Payment Terms:** Invoices are to be submitted in arrears after services have been completed. Payment will be net forty-five (45) days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

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

   Payments made by the County shall not preclude the right of the County from thereafter disputing any goods or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services. Further, any amounts due to County, such as a performance credit, from Contractor may be applied by County, at County's sole election, against any current or future fees due to Contractor. Any such amounts that are not so applied by County shall be paid to County by Contractor within thirty (30) calendar days following County's request.

   In no event shall County pay Contractor interest or other late charges on any charges or other amounts due under this Contract. County will have the right to set off against amounts owed by County under the Contract any amount the Contractor is obligated to pay or credit County under this Contract.

5. **Invoice Instructions:** Each invoice must be on Contractor's letterhead and have a unique number and shall include the following information:

   a. Contractor's name and address
   b. Contractor's remittance address
   c. County Agreement #
   d. Contractor's Federal I.D. number
   e. Date of Order/Service date(s)
   f. Product/service description, quantity, prices
   g. Total invoice amount

Invoices are to be forwarded to:

Clerk of the Board
Attn: File Management/Administration
333 W. Santa Ana Blvd. 4th Floor, Ste. 469
Santa Ana, CA 92701

6. **Payment (Electronic Funds Transfer):** County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.

END OF ATTACHMENT B

ATTACHMENT C
IMPLEMENTATION PLAN/PROJECT SCHEDULE

Following award of the Contract, Contractor shall provide an Implementation Plan and Project Schedule at most fourteen (14) days after the Contract effective date. Implementation Plan and Project Schedule shall include, but not be limited to a detailed timeline with milestones to provide a solution to replace the current County Video and Equipment Services, as outlined in Attachment A, Scope of Work, as well as any other deliverables the Contractor deems necessary/desirable to meet the County's objectives. The Contractor shall submit a proposed implementation plan to accomplish the services.

Contractor shall include:

- A general description of the proposed methodology(ies) for accomplishing the work specified in Attachment A, Scope of Work, including:
- A phased implementation from project initiation through production for the solution;
- Identification of the resource requirements for the recommended implementation;
- A detailed listing of Project Milestones;
- A description of all deliverables for each Milestone, or alternative proposed deliverable(s), and the objective of the Deliverable/Milestone;
- A Gantt chart plan of Major Tasks, Milestones, Deliverables, Recommended Timeframe, and Contractor's/County's resources to complete them.

Milestone Name	Objective	Start Date	End Date	Duration
Project Initiation, Assessment and Evaluation	To re-assess and evaluate to bring up to date the scheduling, planning milestones, technical design and required AV/Broadcast Services of the project.	03/09/2022	04/11/2022	4 ½ weeks
Programming, Design and Engineering	Final development of the technical design and engineering of equipment based on more detailed information from the County	04/09/2022	05/14/2022	5 weeks
Equipment Procurement	Purchase all equipment, materials, and supplies, including equipment listed in Attachment E, Equipment List.	05/09/2022	08/29/2022	16 weeks
Installation and Integration	Install equipment, cabling, infrastructure, furniture and integrate with other related systems	06/1/2022	08/4/2022	9 weeks
Commissioning and Training	To program, setup, adjust and configure the software, hardware,	07/19/2022	9/13/2022	8 weeks

	control points of the systems and train crew			
Acceptance and Testing	Technical review and testing of the installed systems and provided proof of system performance for County in accordance with Attachment D, Acceptance and Testing Procedures.	09/8/2022	9/19/2022	1 ½ weeks
Project Closeout	Complete all milestones and objectives, delivery all drawing document packages, and deliver system to the County	9/20//2022	9/27/2022	1 week
			Total (Approximate)	45 weeks

END OF ATTACHMENT C

ATTACHMENT D
ACCEPTANCE AND TESTING PROCEDURES

County's Acceptance and Testing Criteria

Following the award of the Contract, Contractor shall provide Acceptance and Testing Procedures no later than July 1, 2022. Prior to acceptance of broadcast equipment, the Contractor, with the assistance of the County shall conduct an acceptance test to validate that the broadcast equipment meets the Contract specifications and service levels and that all components specified in the equipment are functioning. County shall provide written acceptance of the System upon successful testing of the System.

Additional Proposed Acceptance and Testing Criteria

Contractor shall provide Acceptance and Testing Procedures to be utilized to ensure that the broadcast equipment provided by the Contractor, is operating in compliance with County specifications and requirements. Contractor shall provide proposed testing plan and schedule.

END OF ATTACHMENT D

ATTACHMENT E
EQUIPMENT LIST

Contractor shall utilize the equipment specified below to provide services to County. Equipment list may be modified throughout the term of the Contract by the mutual agreement of the Parties. A change to the equipment list may result in a change to Attachment B, Compensation, Pricing and Payment. Total equipment BTU output not to exceed 31 KBTU.

TABLE I – BASE EQUIPMENT FOR SYSTEM OPERATION

	DESCRIPTION	MAKE	MODEL	QTY	PURPOSE
	Camera/Camera Robotics Systems				
1)	AW-UE100K UHD HD 20x P4K 60 NDI Camera (Black)	Panasonic	AW-UE100KPJ	8	Robotic Cameras to be installed in Board Rm
2)	Touchscreen Remote Camera Controller	Panasonic	AW-RP150GJ5	1	Touchscreen Remote Camera Controller in Control Rm.
3)	Camera Mounts ESTIMATE TBD			8	Camera Mounts for Robotic Cameras in Board Rm.
	Switcher, Mixer and Monitoring Systems				
4)	ATEM 4 20-Input Broadcast Studio 4K	Blackmagic Design	SWA-TEMRRW4ME4K	1	A 20-Input Broadcast Video Switcher in Control Rm.
5)	ATEM 1 M/E Advanced Panel	Blackmagic Design	SWPAN-ELADV1ME	1	A Control Surface/Panel Controlling Video Switcher
6)	16-Input Mixer with Built-In FX and 2-In/2-Out USB Interface	Yamaha	MG16XU	1	A 16-Input Audio Mixer with Built-In FX
7)	1RU CD/USB/SD Card Player	Marantz Pro	PMD526C	1	A Digital Audio Player with CD/USB/SD-Card capability
8)	Studio Audio Monitor Speaker Controller	Mackie	Big Knob Passive	1	A Sound Control knob to control in-room Speaker (control rm.)
9)	Audio Monitor 12G (1 RU)	Blackmagic Design	HDL-AUDMON1RU12G	2	Speaker Audio Monitor for Audio Tech & Engineer position
10)	100w Studio Monitor near-field Console Speakers w mounts	Genelec	8030CP	2	100w Sound Speakers for whole room monitoring (control rm.)
11)	17" 3G Monitor (1920X1080)	Plura	PBM--317-3G	1	17" Video Monitor for Engineer Quality Control position

DESCRIPTION	MAKE	MODEL	QTY	PURPOSE
12) Tilt Rack Mount for PBM-317-3G	Plura	PBM-17TRK	1	Rackmount for the 17" video monitor
13) 21.5-inch HDTV Full HD 1920x1080 pixel professional monitor with stand. Includes 1 Ch HD-SDI input.	Ikegami	ULE-217A	1	21" Video Monitor for Director & Tech Crew
14) 3 RU Fixed VESA LCD Rack-mount	Middle Atlantic	RM-LCD-PNLV	1	Source Video Monitors confirming Video Recording & Transport
15) Class HDR 4K UHD Commercial LED Monitor (for Multiview)	Samsung	BE55T-H	2	Large Display Multiviewer Monitors for whole-room viewing
16) 23.8" 16:9 IPS Monitor with HDMI/DP/VGA	Dell	P2422H	6	24" PC Video Monitors for various video viewing
17) Fusion Series Tilting Landscape wall mount	Chief	XTM1U	2	Large Display Multiviewer Monitor wall mounts
Terminal, Routing Hardware and Conversion				
18) Master Reference and Test Signal Generator	Ross	SRG-2200	1	Master Reference and Test Signal Generator
19) NTP Time Synchronizing option	Ross	NTP-2200	1	NTP Time Synchronizer
20) Open Gear 2RU Frame	Ross	OGX-FR-CN	2	A Chassis/Frame for Video signal processing cards
21) Redundant Power Supply	Ross	PS-OGX	2	Redundant Power Supply
22) HDSDI VDA Embedder w/Analog Audio Card	Ross	MUX-8258-4C-R2C	2	Video Distribution Card with Audio Embedding
23) Demux HDSDI in and 4 Analog Audio out Card	Ross	DMX-8259-4C-R2C	2	Video Distribution Card with Audio De-embedding
24) HDSDI VDA 1 x 8 Card	Ross	SRA-8802-R2	2	Video Distribution Card with 8 Outputs

DESCRIPTION	MAKE	MODEL	QTY	PURPOSE
25) 1 x 8 Analog Distribution (for Genlock distro) Analog Video Utility Distribution Amplifier with 20-Slot frame Rear Module, R2-8705	Ross	UDA-8705A-R2	2	Additional Chassis/Frame for Audio signals
26) 1 x 4 Stereo Analog Audio DA & (LTC)	Ross	ADA-8405-C-R2C	4	1 x 4 Stereo Analog Audio card
27) 4" Remote Display,Digital Clock, 6 Numbers	ESE	ES-943U, Green	1	4" Digital Clock, synchronized to system
28) Video Patch Panel mini-weco 2 x32 1.5ru	Bittree	B64H-2MWTHD	1	Video Patch Panel for critical signal distribution
29) Smart Videohub 40 x 40 6G-SDI	Blackmagic Design	VHUBSMART6G4040	1	Video/Audio Router for Internal/External Signal Routing
30) Videohub Master Control Pro	Blackmagic Design	VHUB/WMSTRCRL/PRO	2	Control Panel for Video/Audio Router
31) Dual Channel Frame Synchronizer	AJA	FS2	1	Frame Synchronizer for incoming AV System Signal processing
32) Region of Interest HDMI to SDI Mini Coverter	AJA	ROI-HDMI	2	Video Scaler and HDMI to HDSDI Connector Mini Converter
33) HDMI to HDSDI Video Converter	AJA	HA5	2	HDMI to HDSDI Video Mini Converter
34) HD/SD-SDI to HDMI Video and Audio Converter	AJA	HI5	4	HDSDI to HDMI connector Video and Audio Converter
35) USB 3.1 Gen 1 Powered SDI Capture Device	AJA	UTAP-SDI	2	USB 3.1 to HDSDI Capture Device for Zoom
36) USB 3.1 Gen 1 Powered SDI Capture Device	AJA	UTAP-SDI	2	USB 3.1 to HDSDI Capture Device for Zoom
37) Miscellaneous Video and Audio circuit processing design	Misc.	Misc.	1	An allowance for unknown circuit processing design

DESCRIPTION	MAKE	MODEL	QTY	PURPOSE
Networking and Recording Systems				
38) 24-Port Gigabit PoE+ Managed Switch w/SFP (370W)	Cisco	CBS350-24FP-4G-NA	1	A Network switch with Power over ethernet functions
39) HyperDeck Studio HD Plus	Blackmagic Design	HYPERD/ST/DCHP	2	An HD Recording and Playback Device with SD Cards
40) Extreme Pro SDXC Memory Cards	Sandisk	128GB PRO UHS-I	7	Hi-bandwidth and speed, SD Memory Cards
Console Racks and Support Equipment				
41) 4-Bay Console, Pedestal with Monitor Wall (TBD)		CUSTOM CONSLE	1	A 4-Bay Control Room Console w/Monitor wall for Video Crew
42) Console rack arms, articulating, 24" reach		7000 series arms	4	Video/PC Monitor Arms that mount to Console
43) Breathable Mesh Office Chairs, 5 roller	School Outfitters	NOR-IAH3040-SO	4	Breathable Mesh Office Chairs, 5 rollers
PC/Server Equipment, WEBSTREAMING				
44) Gen10 server Intel Xeon E-2134 processor, 16 GB 500W PS	Dell	Precision 3930	3	PC Towers for various Broadcast Production applications
45) Wowza ClearCaster Webstreaming Encoders	Ciara	HYPERTEC	2	Granicus Webstreaming Encoding Servers for Intranet & Internet
46) Character Gen 2-Channel BMD Output Card	Custom	Custom	1	PC and Hardware for Graphics and Character Generator

DESCRIPTION	MAKE	MODEL	QTY	PURPOSE
KVM				
47) 1U 17" full-HD LCD drawer with keyboard and touchpad (Short Depth: 18.1"), 17.3" widescreen LCD, max resolution 1920 x 1080, VGA and DVI signal input, 6' DVI-D w/USB console cable	Superlogics	SL-RMKB-17-HD-TP-DVI-D	1	Engineering PC containing all Video, Audio, Control and User interface software
48) 16 server ports, 4 remote users, 1 local port	Raritan	DKX3-416	1	A Keyboard Video and Mouse (KVM) master switcher
49) Display Port CIM	Raritan	D2CIM-DVUSB-DP	2	PC interface to KVM using Display Port
50) HDMI Port CIM	Raritan	D2CIM-DVUSB-HDMI	2	PC interface to KVM using HDMI
51) User Station, HDMI & DP outputs up to 2 monitors, IP	Raritan	DKX3-UST	3	User Stations for KVM for Crew positions
52) RUST-1U Rack mount kit for User Station	Raritan	RACK-KIT-DKX3-UST	3	Rack Mount for KVM
Owner Furnished Contractor Installed (provisioning required)				
53) Icap Closed Caption Encoder OFCI	EEG	HD492	1	A Closed Caption Encoder
54) H.264 Streamer & Recorder OFCI	AJA	HELO	1	An internal Streamer & SD Recorder
Additional Equipment				
55) Tally interface so PTZ controller can switch router	Blackmagic Design	BMD-SWTALGPI8	1	Interface so camera controller can view router output
56) Smart-UPS Battery Backup & Surge Protector SmartConnect	APC	SMT750RM2UC	3	Smart-UPS Battery Backup & Surge Protector

TABLE II – ALTERNATE / ADDITIONAL EQUIPMENT

Alternate / Additional Equipment - The equipment below is a list of suggested modified equipment that exceed the minimum requirements based on the information found in the Contract.

DESCRIPTION	MAKE	MODEL	QTY	PURPOSE
1) I/O Panel at Camera Locations Network, Genlock, Camera Video Panel Custom ESTIMATE TBD		Camera Panels	8	I/O Panel at Camera Locations with Network, Genlock, Camera Video Panel Custom
2) Cable Tray to Rack - TBD			1	Cable Tray to Rack from Console Area to Rack Area
3) 24-Port Gigabit PoE+ Managed Switch w/SFP (370W)	Cisco	CBS350-24FP-4G-NA	1	24-Port Gigabit PoE+ Managed Switch w/SFP (370W)
4) Other terminal gear as required ESTIMATE TBD	Misc.	Misc.	1	Other terminal gear as required (processing cards)
5) 50" Monitor	Samsung	QM32R	4	50" Monitor for Program Monitors throughout Control Rm
6) HD/SDI to HDMI	AJA	Hi5	4	HD/SDI to HDMI Converters to Other areas of Building
7) Articulating mount for 32" to 70" flat panel screens	Crimson AV	A55V	4	Mounts for Program Monitors
8) FHD High Density 1U Rack Mount Enclosure Unloaded, Sliding Drawer, Holds up to 4x FHD Cassettes or Panels, 144 Fibers (LC)	FS.COM	FS P/N: FHD-1UFCE	1	To Interface FDD
9) Fiber Transmitter	AJA	FIDO-T-ST	8	Fiber Transmitter for cameras due to distance limits
10) Fiber Receiver	AJA	FIDO-R-ST	8	Fiber Transmitter for cameras due to distance limits

11) FHD Fiber Adapter Panel, 24 Fibers OS2 Single Mode, 12x LC UPC Duplex (Blue) Adapter, Ceramic Sleeve	FS.COM	FS P/N: FHD-FAP12LCDXSMF	2	A Fiber interface Rack Mount Connector Enclosure

END OF ATTACHMENT E

ATTACHMENT F
STAFFING PLAN

The Contractor's primary staff to perform the requirements set forth in the Contract's Scope of Work.

Title	Responsibility
Director	Controls cameras & graphics during a broadcast
Webcast Coordinator	Controls all aspects of the webcast including time stamping of agenda items against the video
AV Broadcast Technician	New AV boardroom services & requests
Video Engineer	Video systems maintenance & testing
Audio Engineer	Audio systems maintenance & testing
Video Repair Engineer	Video systems repairs
Audio Repair Engineer	Audio systems repairs
Captioner	Provides live captioning to all pertinent platform
Accessibility Coordinator	Supervises accuracy and quality of NTT captioners
Language Interpretation Coordinator	Supervises all language interpreters
Verbal Interpreters	Verbal multi language interpreters
Producers	Communicates with operators and manages the overall success of broadcasts the overall success of broadcasts
Account Manager	Responsible for meeting client requests
Director of Operation	Ensures operational success
Director of Financial Operations	Contract, billing, rental documents
On-Air Graphics Designer	Designs the appearance of on-air graphics
On-Air Graphic System Programming Engineer	Programs the software for on-air graphics

ATTACHMENT G
LANGUAGE ACCESS POLICY

(SEE SEPARATE ATTACHMENT)

EXHIBIT A

ORANGE COUNTY CIVIC CENTER BOARD HEARING ROOM AUDIOVISUAL CLARIFICATIONS

(SEE SEPARATE ATTACHMENT)

EXHIBIT B

ORANGE COUNTY CIVIC CENTER BOARD HEARING ROOM AUDIOVISUAL SYSTEMS DRAWINGS

(SEE SEPARATE ATTACHMENT)

EXHIBIT C

ORANGE COUNTY CIVIC CENTER BOARD HEARING ROOM AUDIOVISUAL INFRASTRUCTURE DRAWINGS

(SEE SEPARATE ATTACHMENT)

EXHIBIT D

ORANGE COUNTY CIVIC CENTER BOARD HEARING ROOM TECH LIGHTING DRAWINGS

(SEE SEPARATE ATTACHMENT)

CORPORATE BYLAWS OF

Network Television Time, Inc.

ARTICLE 1.
CORPORATE AUTHORITY

1.1 Incorporation. Network Television Time, Inc. is a duly organized corporation authorized to do business in the State of California by the filing of the Articles of Incorporation on 3/31/1995.

1.2 State Law. The Corporation is organized under the California Statutes and except as otherwise provided herein, the Statutes shall apply to the governance of the Corporation. The laws, statutes, regulations and rules to which the Corporation is subject shall be referred to herein as "Applicable Law."

1.3 Corporate Purpose. The purpose of the Corporation is any and all lawful business. Such lawful business includes but is not limited to: Providing Video Production, Directing and Captioning for local Government Entities.

ARTICLE 2.
OFFICES AND RECORDS

2.1 Registered Office and Registered Agent. The principal office and the registered agent of the Corporation shall be as stated in the Articles of Incorporation of the Corporation, as amended from time to time by the Board of Directors and on file in the appropriate public offices of the State of California as provided by law.

2.2 Other Offices. The Corporation may also have and maintain an office or principal place of business at such place as may be fixed by the Board of Directors of the Corporation (also, the "Board"), and may also have offices at such other places, both within and without the State of California, as the Board may from time to time determine or the business of the Corporation may require.

2.3 Books, Accounts and Records, and Inspection Rights. The books, accounts, and records of the Corporation, except as may be otherwise required by the laws of the State of California, may be kept outside of the State of California, at such place(s) as the Board may from time to time determine. Except as otherwise provided by law, the Board will determine whether, to what extent, and the conditions upon which the books, accounts and records of the Corporation will be open to the inspection of the stockholders of the Corporation.

2.4 Corporate Seal. The Board may, but shall not be required to, adopt a corporate seal. The corporate seal shall consist of a die bearing the name of the Corporation and the inscription, "Corporate Seal California." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE 3.
STOCKHOLDERS' MEETINGS

3.1 Place of Meetings. Meetings of the stockholders may be held at such place, either within or without the State of California, as may be determined from time to time by the Board. The Board may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication as provided by the Applicable Law.

3.2 Annual Meeting. The annual meeting of the stockholders of the Corporation, for the purpose of election of directors and for such other business as may lawfully come before it, shall be held on such date and at such time as may be designated from time to time by the Board. At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting.

3.3 Special Meetings.

(a) Special meetings of the stockholders of the Corporation may be called, for any purpose or purposes, by (i) the Chairman of the Board, (ii) the Chief Executive Officer, (iii) the President, (iv) the Board pursuant to a resolution adopted by directors representing a quorum of the Board, or (v) by the holders of shares representing at least 51% percent of the total shares of the Corporation eligible to vote, and shall be held at such place, on such date, and at such time as the Board shall fix.

(b) If a special meeting is properly called by any person or persons other than the Board, the request shall be in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by certified or registered mail, return receipt requested, or by telegraphic or other facsimile transmission to the Chairman of the Board, the Chief Executive Officer, or the Secretary. No business may be transacted at such special meeting otherwise than specified in such notice.

3.4 Notice of Meetings. Whenever shareholders are required or permitted to take any action at a meeting, a written notice (including by email) of the meeting shall be provided to each shareholder of record entitled to vote at or entitled to notice of the meeting, which shall state the place, date, and hour of the meeting, as well as the purpose or purposes for which the meeting is called. Unless otherwise provided by law, written notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each shareholder entitled to vote at such meeting.

3.5 Quorum. Shareholders may take action on a matter at a meeting only if a quorum exists with respect to that matter. Except as otherwise provided by law, 51% percent of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. Once a share is represented for a purpose at a meeting (other than solely to object to the holding of the meeting), it is deemed present for quorum purposes for the remainder of the meeting and the shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of sufficient shareholders to leave less than a quorum. The holders of a majority of the outstanding shares represented at a meeting, whether or not a quorum is present, may adjourn the meeting from time to time.

3.6 Voting Rights.

(a) Each shareholder entitled to vote at a meeting of shareholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to vote for him or her by proxy, but no such proxy shall be voted or acted upon after one (1) year from its date unless the proxy expressly provides for a longer period. A duly executed proxy shall be irrevocable only if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power.

(b) If a quorum exists, action on a matter (other than the election of directors) is approved if the votes cast favoring the action exceed the votes cast opposing the action. Directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election (provided a quorum exists). Unless otherwise provided by law or in the Corporation's Articles of Incorporation, and subject to other provisions of these Bylaws, each shareholder shall be entitled to one (1) vote on each matter, in person or by proxy, for each share of the Corporation's capital stock that has voting power and that is held by such shareholder. Voting need not be by written ballot.

3.7 List of Stockholders. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before any meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged alphabetically, and showing the address of each shareholder and the number of shares held by each shareholder. The list shall be open to the examination of any shareholder for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days before the meeting, either at a place in the city where the meeting is to be held, which place must be specified in the notice of the meeting, or at a place in the city of the Corporation's registered office in California. The list shall also be produced and kept available at the time and place of the meeting, for the entire duration of the meeting, and may be inspected by any shareholder present at the meeting.

3.8 Consent in Lieu of a Meeting.

(a) Any action required to be taken or which may be taken at any meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all shareholders entitled to vote were present and voted. The action must be evidenced by one or more written consents, describing the action taken, signed and dated by the shareholders entitled to take action without a meeting, and delivered to the Corporation at its registered office or to the officer having charge of the Corporation's minute book.

(b) No consent shall be effective to take the corporate action referred to in the consent unless the number of consents required to take action are delivered to the Corporation or to the officer having charge of its minute book within sixty (60) days of the delivery of the earliest-dated consent.

(c) Prompt notice of the taking of the corporate action without a meeting by less than unanimous

written consent shall be given to those stockholders who have not consented in writing or by electronic transmission and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of stockholders to take action were delivered to the Corporation as provided in the Applicable Law.

3.9 Conference Call. One or more shareholders may participate in a meeting of shareholders by means of conference telephone, videoconferencing, or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in this manner shall constitute presence in person at such meeting.

ARTICLE 4.
DIRECTORS

4.1 Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all lawful acts and things, subject to any limitations set forth in these Bylaws or the Articles of Incorporation for the corporation.

4.2 Number and Term of Office. The number of directors shall be set at 2. Each director shall be at least eighteen (18) years of age. The directors need not be residents of the state of incorporation. The directors shall be elected by the shareholders at the annual meeting of shareholders by the vote of shareholders holding of record in the aggregate at least a plurality of the shares of stock of the Corporation present in person or by proxy and entitled to vote at the annual meeting of shareholders. Each director shall be elected for a term until his or her successor shall be elected and shall qualify or until his or her earlier resignation or removal.

4.3 Vacancies. Except as otherwise provided by law, any vacancy in the Board of Directors occurring by reason of an increase in the authorized number of directors or by reason of the death, withdrawal, removal, disqualification, inability to act, or resignation of an acting director shall be filled by the majority of directors then in office and notice of a shareholder meeting shall be provided to the shareholders for the purpose of electing a director to permanently fill such vacancy. Any director may resign at any time by giving written notice to the Board or the Secretary.

4.4 Resignation. Any director may resign at any time by delivering his or her notice in writing or by electronic transmission to the Secretary, such resignation to specify whether it will be effective at a particular time, upon receipt by the Secretary or at the pleasure of the Board. If no such specification is made, it shall be deemed effective at the pleasure of the Board.

4.5 Removal. Subject to any limitations imposed by Applicable Law, any director may be removed from office at any time (i) with cause by the affirmative vote of the holders of 50% percent of the voting power of all then-outstanding shares of capital stock of the Corporation entitled to vote.

4.6 Meetings. Meetings of the Board of Directors may be called by any director or the President on five (5) days' notice to each director, either personally or by telephone, express delivery service, email, or

facsimile transmission, and on ten (10) days' notice by mail (effective upon deposit of such notice in the mail). The notice shall specify the purpose of such meeting.

4.7 Quorum and Voting. 51% percent of the total number of authorized directors shall constitute a quorum for transaction of business. The act of a majority of directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, except as provided by law, the Articles of Incorporation, or these Bylaws. Each director present shall have one vote, irrespective of the number of shares of stock, if any, he or she may hold.

4.8 Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting of all members of the Board or committee, as the case may be, with the written consent of a quorum of the Directors, such writing or writings to be filed with the minutes or proceedings of the Board or committee.

4.9 Fees and Compensation. Directors shall be entitled to such compensation for their services as may be approved by the Board, including, if so approved, by resolution of the Board, a fixed sum and expenses of attendance, if any, for attendance at each regular or special meeting of the Board and at any meeting of a committee of the Board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent, employee, or otherwise and receiving compensation therefor.

4.10 Conference Call. One or more directors may participate in meetings of the Board or a committee of the Board by any communication, including videoconference, by means of which all participating directors can simultaneously hear each other during the meeting. Participation in this manner shall constitute presence in person at such meeting.

4.11 Committees. The Board of Directors, by resolution, may create one or more committees, each consisting of one or more directors. Each such committee shall serve at the pleasure of the Board. All provisions under the Statutes and these Bylaws relating to meetings, action without meetings, notice, and waiver of notice, quorum, and voting requirements of the Board of Directors shall apply to such committees and their members.

4.12 Organization. At every meeting of the Board, the Chairman of the Board, or, if a Chairman has not been appointed or is absent, the President (if a director) shall preside over the meeting. The Secretary shall act as secretary of the meeting.

ARTICLE 5.
OFFICERS

5.1 Officers. The officers of the Corporation shall include the following: (a) the Chief Executive Officer and/or the President; (b) the Secretary and (c) the Treasurer. The Board may assign such additional titles to one or more of the officers as it shall deem appropriate. Any one person may hold any number of offices of the Corporation at any one time unless specifically prohibited therefrom by law. The salaries and other compensation of the officers of the Corporation shall be fixed by or in the manner designated by the Board.

5.2 Tenure and Duties of Officers.

(a) Subject to any employment contracts that may be in place, all officers shall hold office at the pleasure of the Board and until their successors shall have been duly elected and qualified, unless sooner removed.

(b) The Chief Executive Officer and/or the President shall have overall responsibility and authority for management and operations of the Corporation, shall preside at all meetings of the Board of Directors and shareholders, and shall ensure that all orders and resolutions of the Board of Directors and shareholders are implemented. The President shall have the authority to create any entity, either as a wholly-owned subsidiary or with owners additional to the Corporation, as the President may deem appropriate to accomplish any legitimate objective of the Corporation. The President shall be an ex-officio member of all committees and shall have the general powers and duties of management and supervision usually vested in the office of president of a corporation. The President has the authority to execute any document/contract on behalf of the Corporation.

(c) The Secretary shall attend all meetings of the Board and all meetings of the shareholders and shall act as clerk thereof, and record all the votes of the Corporation and the minutes of all its transactions in a book to be kept for that purpose, and shall perform like duties for all committees of the Board of Directors when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, and under whose supervision the Secretary shall be. The Secretary shall maintain the records, minutes, and seal of the Corporation and may attest any instruments signed by any other officer of the Corporation.

(d) The Treasurer shall be the chief financial officer of the Corporation, shall have responsibility for the custody of the corporate funds and securities, shall keep full and accurate records and accounts of receipts and disbursements in books belonging to the Corporation, and shall keep the monies of the Corporation in a separate account in the name of the Corporation. The Treasurer shall provide to the President and directors, at the regular meetings of the Board, or whenever requested by the Board, an account of all financial transactions and of the financial condition of the Corporation.

5.3 Execution of Instruments. All contracts, checks, drafts or demands for money and notes and other instruments or rights of any nature of the Corporation shall be signed by the President and/or such other officer or officers as the Board of Directors may from time to time designate.

ARTICLE 6.
SHARES OF STOCK

6.1 Stock Certificates. The shares of the Corporation may but is not required to be, in the discretion of the Board of Directors, represented by certificates. The stock certificates of the Corporation, if any, shall be numbered and registered in the share ledger and transfer books of the Corporation as they are issued. In the absence of certificates, the share ownership in the Corporation shall be registered in the share ledger and transfer books of the Corporation.

6.2 Lost Certificates. A new certificate or certificates may be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed.

6.3 Transfer. Transfers of shares shall be made on the books of the Corporation upon surrender and cancellation of the certificates therefore, if any, endorsed by the person named in the certificate or by his or her legal representative. No transfer shall be made which is inconsistent with any provision of law, the Articles of Incorporation for the Corporation, these Bylaws or, if one exists, a Shareholder Agreement or other agreement which restricts transfers of the Corporation's stock.

6.4 Fixing Record Dates. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board may fix, in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall, subject to Applicable Law, not be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day immediately preceding the day on which notice is given, or if notice is waived, at the close of business on the day immediately preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

ARTICLE 7.
DIVIDENDS

7.1 Declaration of Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate and Applicable Law, if any, may be declared by the Board. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate and Applicable Law.

7.2 Dividend Reserve. There may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board from time to time, in their absolute discretion, think proper as a reserve or reserves for any purpose as the Board determines is in the interests of the Corporation.

ARTICLE 8.
FISCAL YEAR

8.1 Fiscal Year. The fiscal year of the Corporation shall be Nov-Oct.

ARTICLE 9.
INDEMNIFICATION AND INSURANCE

9.1 Indemnification.

(a) The Corporation shall have the power to indemnify its directors, officers, employees, and other agents. The Board shall have the power to delegate the determination of whether indemnification shall be given to any such person (except executive officers) to such officers or other persons as the Board shall determine.

(b) The Corporation may purchase and maintain insurance in a reasonable amount on behalf of any person who is or was a director, officer, agent or employee of the Corporation against liability asserted against or incurred by such person in such capacity or arising from such person's status as such. Additionally, the Corporation may purchase life insurance on the life of any shareholder which may, in the discretion of the Corporation or subject to any agreement entered into with such shareholder or his/her estate, be used in connection with the repurchase of such shareholder's shares upon his/her death.

ARTICLE 10.
NOTICES

10.1 Notices.

(a) Whenever written notice is required to be given to any person, it may be given to such person, either personally or by sending a copy thereof through the United States mail, or by email, or facsimile, charges prepaid, to his or her address appearing in the books of the Corporation, or supplied by him or her to the Corporation for the purpose of notice. If the notice is sent by mail it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail. If the notice is sent by email or facsimile, it shall be deemed to have been given at the date and time shown on a written confirmation of the transmission of such facsimile communication. If such notice is related to a shareholder meeting, the notice shall specify the place, day, time of the meeting and the purpose of and general nature of the business to be transacted at such meeting.

(b) Whenever any written notice is required by law, or by the Articles of Incorporation or by these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance of a person, either in person or by proxy, at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully convened or called.

ARTICLE 11.
AMENDMENTS

11.1 Amendments. The Board is expressly empowered to adopt, amend, or repeal these Bylaws (or any provision hereof). The stockholders shall also have power to adopt, amend, or repeal these Bylaws (or any provision hereof).

ARTICLE 12.
MISCELLANEOUS

12.1 Annual Report. The Board shall cause an annual report to be sent to each stockholder of the Corporation not later than 90 days after the close of the Corporation's fiscal year. Such report shall include a balance sheet as of the end of such fiscal year and an income statement and statement of changes in financial position for such fiscal year, accompanied by any report thereon of independent accountants or, if there is no such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

12.2 Forum. Unless the Corporation consents in writing to the selection of an alternative forum, the courts of the State of California shall be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim of breach of a fiduciary duty owed by any director, officer, or other employee of the Corporation to the Corporation or the Corporation's stockholders, (c) any action asserting a claim against the Corporation or any director or officer or other employee of the Corporation arising pursuant to any provision of the Applicable Law, the Certificate, or these Bylaws, or (d) any action asserting a claim against the Corporation or any director or officer or other employee of the Corporation governed by the internal affairs doctrine.

12.3 Interpretation. In interpreting these Bylaws, except where the context otherwise requires, (a) "including" or "include" does not denote or imply any limitation, (b) "or" has the inclusive meaning "and/or," (c) the singular includes the plural, and vice versa, and each gender includes each other gender, (d) captions or headings are only for reference and are not to be considered in interpreting these Bylaws, (e) "Section" refers to a section of these Bylaws, unless otherwise stated in these Bylaws, and (f) "day" refers to a calendar day unless expressly identified as a business day.

***

CERTIFICATE

The undersigned President of Network Television Time, Inc., a California corporation, hereby certifies that the foregoing Bylaws are the original Bylaws of the Corporation adopted by the initial director of the Corporation.

Dated: 2/19/22

Name: Bruce Ackerman
Title: President

Evaluation Criteria	Proposer: Network Television Time Inc.										Total Points
	Weight	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		
1. Understanding of the RFP & the ability to meet the requirements of the SOW	25%	4.00	20.00	4.00	20.00	4.00	20.00	4.00	20.00	4.00	20.00	100.00
2. Company Experience & Qualifications	20%	5.00	20.00	5.00	20.00	5.00	20.00	5.00	20.00	5.00	20.00	100.00
3. Degree Provide a Link of Previously Broadcast Government Meeting	15%	4.00	12.00	4.00	12.00	4.00	12.00	5.00	15.00	5.00	15.00	66.00
4. Proposed Equipment	10%	4.00	8.00	5.00	10.00	4.00	8.00	4.00	8.00	4.00	8.00	42.00
5. Pricing/Cost	20%	5.00	20.00	5.00	20.00	5.00	20.00	5.00	20.00	4.00	16.00	96.00
6. Implementation and Transitional Plan/Project Schedule	5%	4.00	4.00	4.00	4.00	5.00	5.00	5.00	5.00	5.00	5.00	23.00
7. Compliance with County Terms & Conditions	5%	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	25.00
Grand Total	**100%**		**89.00**		**91.00**		**90.00**		**93.00**		**89.00**	**452.00**

EVALUATION COMMITTEE MEMBER
QUALIFICATION FORM
FOR
BOARD HEARING ROOM HARDWARE, SOFTWARE AND PROFESSIONAL SERVICES

RFP# 017-2101205-AP-OCIT

Name: #1

Current/Former Job Title: Chief Technology Officer

Degree/Certificate/Special Training:

Organization/Program:OCIT

Number of years of experience with this type of service/programs: 40+ years

Additional information that qualifies you to evaluate these proposals:

I have been involved with assisting the Clerk of the Board with these services for over 3 years.

INDIVIDUAL EVALUATOR SCORING FORM
FOR RFP # 017-2101205-AP-OCIT
BOARD HEARING ROOM HARDWARE, SOFTWARE & PROFESSIONAL SERVICES

Rating Scale: 0= Non-Responsive, 1= Inadequate, 2= Poor,
3= Average, 4= Above Average, 5= Exceptional
Weighted Score – 100%

Proposer's Name__NTT_____

1. **Proposer's Understanding of the RFP & the ability to meet the requirements of the SOW – Weighing 25%**
   i. Proposal is complete, detailed, organized, and proposed services are presented clearly
   ii. Proposal is in line with the RFP instructions, conditions and format requirements
   iii. Proposal demonstrates an understanding of the County's requirements as set forth in this RFP and the Scope of Work
   iv. Proposal demonstrates knowledge of the environment in which the activities will take place
   v. Proposal does not include substantial reservations or omissions

MINIMUM QUALIFICATIONS:

- Proposer must have a minimum of five (5) years of experience providing similar broadcast equipment installation services to a government entity, including the provision and installation of similar equipment.
- Proposer must have a minimum of five (5) years of on-site video production experience with the resulting video products (tape or digital media) meeting broadcast quality technical standards.
- Proposer must have a minimum of five (5) years of experience providing webcast solutions for government meetings and a searchable online archive of such meetings.
- Proposer must have the ability to provide all of the services and commodities as described in the scope of work from acquisition and installation of equipment through on-going operation and maintenance.
- Proposer must have the ability to provide closed captioning during live streaming of the meetings and imbedded agenda item navigation for archived broadcasts.
- Respondent must provide a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: that your current bonding capacity is at least **$500,000**, the bonding company name, address, and the telephone number.

Circle the rating given for this criterion: 0 1 2 3 4 5

2. **Company Experience & Qualifications – Weighing 20%**

   i. Proposer demonstrates a clear understanding of the nature of the work to be provided to the County under the proposed Scope of Work of the Model Contract as well as the County's requirements as set forth in this RFP, and Proposer demonstrates the ability to meet all requirements specified in the Model Contract

   ii. Proposer demonstrates it possesses the knowledge, years of experience and level of expertise necessary to effectively provide the proposed services

   iii. Proposal includes references that demonstrate Proposer's experience in providing services as specified in the Scope of Work, including references from clients for which Proposer is currently providing services of similar scope and nature, or has provided services of similar scope and nature within the last five (5) years

   iv. Proposer demonstrates experience in implementing similar proposed services and meeting timelines

   v. Proposal includes information that demonstrates Proposer has the financial capability to perform the contract requirements and has the integrity and reliability which will assure good faith performance

Circle the rating given for this criterion: 0 1 2 3 4 5

3. **Degree Provide a Link of Previously Broadcast Government Meeting – Weighing 15%**

   Proposer includes a link of previously broadcast government meeting conducted in 2021 calendar year to demonstrate experience in implementing proposed services; however, related experience must be within the last five (5) years.

Circle the rating given for this criterion: 0 1 2 3 4 5

4. **Proposed Equipment – Weighing 10%**

   i. Proposer includes itemized equipment utilizing for the proposed services
   ii. Description of the proposed equipment
   iii. Maker of the proposed equipment
   iv. Model of the proposed equipment
   v. Version of the proposed equipment
   vi. Quantity of the proposed equipment

Circle the rating given for this criterion: 0 1 2 3 4 5

5. **Pricing/Cost – Weighing 20%**

   i. Proposal should include best value/price for goods and services set forth in the Scope of Work

   ii. Proposer must complete the included Pricing Template

Circle the rating given for this criterion: 0 1 2 3 4 5

6. **Implementation and Transitional Plan/Project Schedule – Weighing 5%**

   i. Proposer's implementation and transition methodology (style, approach, risk mitigation, oversight and monitoring) and implementation schedule (including Proposer's and County's roles and responsibilities)

   ii. See Section II Part 5, B.3 for more information

Circle the rating given for this criterion: 0 1 2 3 4 5

7. **Compliance with County Terms & Conditions – Weighing 5%**

   Proposer assures an acceptable degree of adherence to the County's Model Contract Terms and Conditions, including the Attachments and Exhibits.

Circle the rating given for this criterion: 0 1 2 3 4 5

8. **Summarized Comments on Overall Quality of the Proposal:**

In review of NTT's proposal I found their response to be complete and accurate. As the incumbent they have a good working knowledge of the service and technology required to support the applicable services as delineated in the RFP.

(Attach additional sheets as necessary)

EVALUATION COMMITTEE MEMBER
QUALIFICATION FORM
FOR
BOARD HEARING ROOM HARDWARE, SOFTWARE AND PROFESSIONAL SERVICES

RFP# 017-2101205-AP-OCIT

Name: #2

Current/Former Job Title: Orange Clerk of the Board

Degree/Certificate/Special Training: N/A

Organization/Program: County of Orange

Number of years of experience with this type of service/programs: 20 years

Additional information that qualifies you to evaluate these proposals:

I have been with the Orange County Clerk of the Board's office for 24 years and have been in my current position since 2015. Preceding this position, I served as the Chief Deputy Clerk of the Board of and as Board Services Manager where I supervised and directed the work of the Board Services Division including processing agenda items from departments/agencies for inclusion on the Board of Supervisors agenda and clerking the Board of Supervisors meeting and other authorities under the jurisdiction of the Board. I have knowledge of statutes and regulations governing the duties and powers of the Board of Supervisors to ensure accurate record of the proceeding of the legislative body. I have also participated in the development, evaluation, coordination and implementation of computerized or automated systems used Countywide or in the Clerk of the Board's office.

INDIVIDUAL EVALUATOR SCORING FORM
FOR RFP # 017-2101205-AP-OCIT
BOARD HEARING ROOM HARDWARE, SOFTWARE & PROFESSIONAL SERVICES

Rating Scale: 0= Non-Responsive, 1= Inadequate, 2= Poor,
3= Average, 4= Above Average, 5= Exceptional
Weighted Score – 100%

Proposer's Name: Network Television Time, Inc.

1. **Proposer's Understanding of the RFP & the ability to meet the requirements of the SOW – Weighing 25%**
   - i. Proposal is complete, detailed, organized, and proposed services are presented clearly
   - ii. Proposal is in line with the RFP instructions, conditions and format requirements
   - iii. Proposal demonstrates an understanding of the County's requirements as set forth in this RFP and the Scope of Work
   - iv. Proposal demonstrates knowledge of the environment in which the activities will take place
   - v. Proposal does not include substantial reservations or omissions

   MINIMUM QUALIFICATIONS:

   - Proposer must have a minimum of five (5) years of experience providing similar broadcast equipment installation services to a government entity, including the provision and installation of similar equipment.
   - Proposer must have a minimum of five (5) years of on-site video production experience with the resulting video products (tape or digital media) meeting broadcast quality technical standards.
   - Proposer must have a minimum of five (5) years of experience providing webcast solutions for government meetings and a searchable online archive of such meetings.
   - Proposer must have the ability to provide all of the services and commodities as described in the scope of work from acquisition and installation of equipment through on-going operation and maintenance.
   - Proposer must have the ability to provide closed captioning during live streaming of the meetings and imbedded agenda item navigation for archived broadcasts.
   - Respondent must provide a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: that your current bonding capacity is at least **$500,000**, the bonding company name, address, and the telephone number.

Circle the rating given for this criterion: 0 1 2 3 (4) 5

2. **Company Experience & Qualifications – Weighing 20%**

   i. Proposer demonstrates a clear understanding of the nature of the work to be provided to the County under the proposed Scope of Work of the Model Contract as well as the County's requirements as set forth in this RFP, and Proposer demonstrates the ability to meet all requirements specified in the Model Contract

   ii. Proposer demonstrates it possesses the knowledge, years of experience and level of expertise necessary to effectively provide the proposed services

   iii. Proposal includes references that demonstrate Proposer's experience in providing services as specified in the Scope of Work, including references from clients for which Proposer is currently providing services of similar scope and nature, or has provided services of similar scope and nature within the last five (5) years

   iv. Proposer demonstrates experience in implementing similar proposed services and meeting timelines

   v. Proposal includes information that demonstrates Proposer has the financial capability to perform the contract requirements and has the integrity and reliability which will assure good faith performance

Circle the rating given for this criterion: 0 1 2 3 4 (5)

3. **Degree Provide a Link of Previously Broadcast Government Meeting – Weighing 15%**

   Proposer includes a link of previously broadcast government meeting conducted in 2021 calendar year to demonstrate experience in implementing proposed services; however, related experience must be within the last five (5) years.

Circle the rating given for this criterion: 0 1 2 3 (4) 5

4. **Proposed Equipment – Weighing 10%**

   i. Proposer includes itemized equipment utilizing for the proposed services
   ii. Description of the proposed equipment
   iii. Maker of the proposed equipment
   iv. Model of the proposed equipment
   v. Version of the proposed equipment
   vi. Quantity of the proposed equipment

Circle the rating given for this criterion: 0 1 2 3 4 (5)

5. **Pricing/Cost – Weighing 20%**

   i. Proposal should include best value/price for goods and services set forth in the Scope of Work

   ii. Proposer must complete the included Pricing Template

Circle the rating given for this criterion: 0 1 2 3 (4) 5

6. **Implementation and Transitional Plan/Project Schedule – Weighing 5%**

   i. Proposer's implementation and transition methodology (style, approach, risk mitigation, oversight and monitoring) and implementation schedule (including Proposer's and County's roles and responsibilities)

   ii. See Section II Part 5, B.3 for more information

Circle the rating given for this criterion: 0 1 2 3 (4) 5

7. **Compliance with County Terms & Conditions – Weighing 5%**

   Proposer assures an acceptable degree of adherence to the County's Model Contract Terms and Conditions, including the Attachments and Exhibits.

Circle the rating given for this criterion: 0 1 2 3 4 (5)

8. **Summarized Comments on Overall Quality of the Proposal:**

(Attach additional sheets as necessary)

EVALUATION COMMITTEE MEMBER
QUALIFICATION FORM
FOR
BOARD HEARING ROOM HARDWARE, SOFTWARE AND PROFESSIONAL SERVICES

RFP# 017-2101205-AP-OCIT

Name. #3 | #3

Current/Former Job Title: Assistant Clerk of the Board

Degree/Certificate/Special Training: County Deputy Purchasing Agent

Organization/Program: County of Orange – Clerk of the Board

Number of years of experience with this type of service/programs: 14

Additional information that qualifies you to evaluate these proposals:

Clerk of the Board Procurement Manager since April 2016

INDIVIDUAL EVALUATOR SCORING FORM
FOR RFP # 017-2101205-AP-OCIT
BOARD HEARING ROOM HARDWARE, SOFTWARE & PROFESSIONAL SERVICES

Rating Scale: 0= Non-Responsive, 1= Inadequate, 2= Poor,
3= Average, 4= Above Average, 5= Exceptional
Weighted Score – 100%

Proposer's Name NTT

1. **Proposer's Understanding of the RFP & the ability to meet the requirements of the SOW – Weighing 25%**
   - i. Proposal is complete, detailed, organized, and proposed services are presented clearly
   - ii. Proposal is in line with the RFP instructions, conditions and format requirements
   - iii. Proposal demonstrates an understanding of the County's requirements as set forth in this RFP and the Scope of Work
   - iv. Proposal demonstrates knowledge of the environment in which the activities will take place
   - v. Proposal does not include substantial reservations or omissions

   MINIMUM QUALIFICATIONS:

   - Proposer must have a minimum of five (5) years of experience providing similar broadcast equipment installation services to a government entity, including the provision and installation of similar equipment.
   - Proposer must have a minimum of five (5) years of on-site video production experience with the resulting video products (tape or digital media) meeting broadcast quality technical standards.
   - Proposer must have a minimum of five (5) years of experience providing webcast solutions for government meetings and a searchable online archive of such meetings.
   - Proposer must have the ability to provide all of the services and commodities as described in the scope of work from acquisition and installation of equipment through on-going operation and maintenance.
   - Proposer must have the ability to provide closed captioning during live streaming of the meetings and imbedded agenda item navigation for archived broadcasts.
   - Respondent must provide a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: that your current bonding capacity is at least $500,000, the bonding company name, address, and the telephone number.

Circle the rating given for this criterion: 0 1 2 3 4 5

2. **Company Experience & Qualifications – Weighing 20%**

   i. Proposer demonstrates a clear understanding of the nature of the work to be provided to the County under the proposed Scope of Work of the Model Contract as well as the County's requirements as set forth in this RFP, and Proposer demonstrates the ability to meet all requirements specified in the Model Contract

   ii. Proposer demonstrates it possesses the knowledge, years of experience and level of expertise necessary to effectively provide the proposed services

   iii. Proposal includes references that demonstrate Proposer's experience in providing services as specified in the Scope of Work, including references from clients for which Proposer is currently providing services of similar scope and nature, or has provided services of similar scope and nature within the last five (5) years

   iv. Proposer demonstrates experience in implementing similar proposed services and meeting timelines

   v. Proposal includes information that demonstrates Proposer has the financial capability to perform the contract requirements and has the integrity and reliability which will assure good faith performance

Circle the rating given for this criterion: 0 1 2 3 4 5

3. **Degree Provide a Link of Previously Broadcast Government Meeting – Weighing 15%**

   Proposer includes a link of previously broadcast government meeting conducted in 2021 calendar year to demonstrate experience in implementing proposed services; however, related experience must be within the last five (5) years.

Circle the rating given for this criterion: 0 1 2 3 4 5

4. **Proposed Equipment – Weighing 10%**

   i. Proposer includes itemized equipment utilizing for the proposed services
   ii. Description of the proposed equipment
   iii. Maker of the proposed equipment
   iv. Model of the proposed equipment
   v. Version of the proposed equipment
   vi. Quantity of the proposed equipment

Circle the rating given for this criterion: 0 1 2 3 4 5

5. **Pricing/Cost – Weighing 20%**

   i. Proposal should include best value/price for goods and services set forth in the Scope of Work

   ii. Proposer must complete the included Pricing Template

Circle the rating given for this criterion: 0 1 2 3 4 5

6. **Implementation and Transitional Plan/Project Schedule – Weighing 5%**

   i. Proposer's implementation and transition methodology (style, approach, risk mitigation, oversight and monitoring) and implementation schedule (including Proposer's and County's roles and responsibilities)

   ii. See Section II Part 5, B.3 for more information

Circle the rating given for this criterion: 0 1 2 3 4 5

7. **Compliance with County Terms & Conditions – Weighing 5%**

   Proposer assures an acceptable degree of adherence to the County's Model Contract Terms and Conditions, including the Attachments and Exhibits.

Circle the rating given for this criterion: 0 1 2 3 4 5

8. **Summarized Comments on Overall Quality of the Proposal:**

_____
_____
_____
_____
_____
_____
_____
_____
_____

(Attach additional sheets as necessary)

EVALUATION COMMITTEE MEMBER
QUALIFICATION FORM
FOR
BOARD HEARING ROOM HARDWARE, SOFTWARE AND PROFESSIONAL SERVICES

RFP# 017-2101205-AP-OCIT

Name: PANEL #4

Current/Former Job Title: ADMIN MGR. II

Degree/Certificate/Special Training: BA

Organization/Program: OCIT

Number of years of experience with this type of service/programs: 30

Additional information that qualifies you to evaluate these proposals: 20+ YEARS WORKING WITH BOARD MEETINGS AND PRODUCTION WORK.

INDIVIDUAL EVALUATOR SCORING FORM
FOR RFP # 017-2101205-AP-OCIT
BOARD HEARING ROOM HARDWARE, SOFTWARE & PROFESSIONAL SERVICES

Rating Scale: 0= Non-Responsive, 1= Inadequate, 2= Poor,
3= Average, 4= Above Average, 5= Exceptional
Weighted Score – 100%

Proposer's Name NTT

1. **Proposer's Understanding of the RFP & the ability to meet the requirements of the SOW – Weighing 25%**
   - i. Proposal is complete, detailed, organized, and proposed services are presented clearly
   - ii. Proposal is in line with the RFP instructions, conditions and format requirements
   - iii. Proposal demonstrates an understanding of the County's requirements as set forth in this RFP and the Scope of Work
   - iv. Proposal demonstrates knowledge of the environment in which the activities will take place
   - v. Proposal does not include substantial reservations or omissions

Circle the rating given for this criterion: 0 1 2 3 (4) 5

2. **Company Experience & Qualifications – Weighing 20%**
   - i. Proposer demonstrates a clear understanding of the nature of the work to be provided to the County under the proposed Scope of Work of the Model Contract as well as the County's requirements as set forth in this RFP, and Proposer demonstrates the ability to meet all requirements specified in the Model Contract
   - ii. Proposer demonstrates it possesses the knowledge, years of experience and level of expertise necessary to effectively provide the proposed services
   - iii. Proposal includes references that demonstrate Proposer's experience in providing services as specified in the Scope of Work, including references from clients for which Proposer is currently providing services of similar scope and nature, or has provided services of similar scope and nature within the last five (5) years
   - iv. Proposer demonstrates experience in implementing similar proposed services and meeting timelines
   - v. Proposal includes information that demonstrates Proposer has the financial capability to perform the contract requirements and has the integrity and reliability which will assure good faith performance

Notes:_____

Circle the rating given for this criterion: 0 1 2 3 4 5

3. **Degree Provide a Link of Previously Broadcast Government Meeting – Weighing 15%**

   Proposer includes a link of previously broadcast government meeting conducted in 2021 calendar year to demonstrate experience in implementing proposed services; however, related experience must be within the last five (5) years.

Notes:_____

Circle the rating given for this criterion: 0 1 2 3 4 5

4. **Proposed Equipment – Weighing 10%**

   i. Proposer includes itemized equipment utilizing for the proposed services
   ii. Description of the proposed equipment
   iii. Maker of the proposed equipment
   iv. Model of the proposed equipment
   v. Version of the proposed equipment
   vi. Quantity of the proposed equipment

Notes:_____

Circle the rating given for this criterion: 0 1 2 3 (4) 5

5. **Pricing/Cost – Weighing 20%**

   i. Proposal should include best value/price for goods and services set forth in the Scope of Work

   ii. Proposer must complete the included Pricing Template

Notes:_____

Circle the rating given for this criterion: 0 1 2 3 4 (5)

6. **Implementation and Transitional Plan/Project Schedule – Weighing 5%**

   i. Proposer's implementation and transition methodology (style, approach, risk mitigation, oversight and monitoring) and implementation schedule (including Proposer's and County's roles and responsibilities)

   ii. See Section II Part 5, B.3 for more information

Notes:

Circle the rating given for this criterion: 0 1 2 3 4 (5)

7. **Compliance with County Terms & Conditions – Weighing 5%**

   Proposer assures an acceptable degree of adherence to the County's Model Contract Terms and Conditions, including the Attachments and Exhibits.

Notes:

Circle the rating given for this criterion: 0 1 2 3 4 (5)

8. Summarized Comments on Overall Quality of the Proposal:

(Attach additional sheets as necessary)

EVALUATION COMMITTEE MEMBER
QUALIFICATION FORM
FOR
BOARD HEARING ROOM HARDWARE, SOFTWARE AND PROFESSIONAL SERVICES

RFP# 017-2101205-AP-OCIT

Name: #05

Current/Former Job Title: ENGINEERING TECHNICIAN / DRAFTSPERSON

Degree/Certificate/Special Training: BACH. OF SCIENCE ARCHITECTURE / AUTOCAD USER OP

Organization/Program: OC SHERIFF TECHNOLOGY

Number of years of experience with this type of service/programs: 6 YRS.

Additional information that qualifies you to evaluate these proposals:

CURRENT OPERATOR OF EQUIP. RELATED TO BOARD OF SUPERVISORS. AUDIO/VIDEO SUPPORT FOR SHERIFFS EVENTS. TECHNOLOGY'S GOVERNANCE MTG EQUIPMENT SETUP & RESEARCH.

INDIVIDUAL EVALUATOR SCORING FORM
FOR RFP # 017-2101205-AP-OCIT
BOARD HEARING ROOM HARDWARE, SOFTWARE & PROFESSIONAL SERVICES

Rating Scale: 0= Non-Responsive, 1= Inadequate, 2= Poor,
3= Average, 4= Above Average, 5= Exceptional
Weighted Score – 100%

Proposer's Name NTT

1. **Proposer's Understanding of the RFP & the ability to meet the requirements of the SOW – Weighing 25%**
   i. Proposal is complete, detailed, organized, and proposed services are presented clearly
   ii. Proposal is in line with the RFP instructions, conditions and format requirements
   iii. Proposal demonstrates an understanding of the County's requirements as set forth in this RFP and the Scope of Work
   iv. Proposal demonstrates knowledge of the environment in which the activities will take place
   v. Proposal does not include substantial reservations or omissions

   MINIMUM QUALIFICATIONS:

- Proposer must have a minimum of five (5) years of experience providing similar broadcast equipment installation services to a government entity, including the provision and installation of similar equipment.
- Proposer must have a minimum of five (5) years of on-site video production experience with the resulting video products (tape or digital media) meeting broadcast quality technical standards.
- Proposer must have a minimum of five (5) years of experience providing webcast solutions for government meetings and a searchable online archive of such meetings.
- Proposer must have the ability to provide all of the services and commodities as described in the scope of work from acquisition and installation of equipment through on-going operation and maintenance.
- Proposer must have the ability to provide closed captioning during live streaming of the meetings and imbedded agenda item navigation for archived broadcasts.
- Respondent must provide a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: that your current bonding capacity is at least **$500,000**, the bonding company name, address, and the telephone number.

Circle the rating given for this criterion: 0 1 2 3 (4) 5

2. **Company Experience & Qualifications – Weighing 20%**
   - i. Proposer demonstrates a clear understanding of the nature of the work to be provided to the County under the proposed Scope of Work of the Model Contract as well as the County's requirements as set forth in this RFP, and Proposer demonstrates the ability to meet all requirements specified in the Model Contract
   - ii. Proposer demonstrates it possesses the knowledge, years of experience and level of expertise necessary to effectively provide the proposed services
   - iii. Proposal includes references that demonstrate Proposer's experience in providing services as specified in the Scope of Work, including references from clients for which Proposer is currently providing services of similar scope and nature, or has provided services of similar scope and nature within the last five (5) years
   - iv. Proposer demonstrates experience in implementing similar proposed services and meeting timelines
   - v. Proposal includes information that demonstrates Proposer has the financial capability to perform the contract requirements and has the integrity and reliability which will assure good faith performance

Circle the rating given for this criterion: 0 1 2 3 4 (5)

3. **Degree Provide a Link of Previously Broadcast Government Meeting – Weighing 15%**

   Proposer includes a link of previously broadcast government meeting conducted in 2021 calendar year to demonstrate experience in implementing proposed services; however, related experience must be within the last five (5) years.

Circle the rating given for this criterion: 0 1 2 3 4 (5)

4. **Proposed Equipment – Weighing 10%**
   - i. Proposer includes itemized equipment utilizing for the proposed services
   - ii. Description of the proposed equipment
   - iii. Maker of the proposed equipment
   - iv. Model of the proposed equipment
   - v. Version of the proposed equipment
   - vi. Quantity of the proposed equipment

Circle the rating given for this criterion: 0 1 2 3 (4) 5

5. **Pricing/Cost – Weighing 20%**

   i. Proposal should include best value/price for goods and services set forth in the Scope of Work

   ii. Proposer must complete the included Pricing Template

Circle the rating given for this criterion: 0 1 2 3 (4) 5 ?

6. **Implementation and Transitional Plan/Project Schedule – Weighing 5%** ← my questions

   i. Proposer's implementation and transition methodology (style, approach, risk mitigation, oversight and monitoring) and implementation schedule (including Proposer's and County's roles and responsibilities)

   ii. See Section II Part 5, B.3 for more information

Circle the rating given for this criterion: 0 1 2 3 4 (5)

7. **Compliance with County Terms & Conditions – Weighing 5%**

   Proposer assures an acceptable degree of adherence to the County's Model Contract Terms and Conditions, including the Attachments and Exhibits.

Circle the rating given for this criterion: 0 1 2 3 4 (5)

8. **Summarized Comments on Overall Quality of the Proposal:**

(Attach additional sheets as necessary)

Contract Summary Form

Network Television Time, Inc.

SUBCONTRACTORS

This contract currently includes subcontractors or pass through to other providers.

Subcontractor Name	Services	Amount
Granicus, LLC.	Web Streaming	Granicus is paid based on the number of Board meetings

CONTRACT OPERATING EXPENSES

County will pay the Contractor for the services as follows:

Part I - One-Time Non-Recurring Transition Cost (including Material/Equipment and Installation)	**Unit**	**Unit Cost**	**Total Cost**
Monthly Payment	6	$33,333.33	$200,000.00
Milestone - after the 1st mock meeting	1	$10,874.48	$10,874.48
Milestone - after the 4th mock meeting	1	$10,874.48	$10,874.48
Milestone - after the 6th mock meeting	1	$10,874.48	$10,874.48
Milestone - after County acceptance for Contractors complete broadcast solution	1	$10,874.50	$10,874.50
		Total:	**$243,497.94**

Part II: Schedule of Services	**Unit**	**Unit Cost**	**Est. Annual Cost**
Broadcasting System Monthly Rental	12	$4,162.12	$49,945.44
Broadcast/Webcasting/SaaS Platforms Monthly Maintenance	12	$5,614.00	$67,368.00
Comprehensive Operational System Testing	12	$1,625.03	$19,500.36
Audio Engineering Monthly Payment	12	$2,708.38	$32,500.56
Video Engineering Monthly Payment	12	$2,166.70	$26,000.40
Directing and Production (During Meeting) (cameras, graphics)	12	$5,319.25	$63,830.76

Post Production (Post Meeting)	12	$1,625.03	$19,500.36
Webcasting and Broadcasting (broadcast to the public)	12	$1,625.03	$19,500.36
During-Meeting CAN Technical Support	12	$2,816.71	$33,800.52
Hourly Closed Captioning Services (4-hour min)	12	$1,950.08	$23,400.96
BOS Meeting Transcript	12	$214.50	$2,574.00
Contingency Miscellaneous Services (Estimated average annual cost amount):	As Needed		$170,000.00
Contingency Additional broadcast Board Meeting	Each	$8,255.00	
Contingency Non-County meeting (utilize Board Hearing Room with Audio, Visual, broadcast, production, and/or support services)	Each	$1,500.00	
Contingency Other Miscellaneous Services	As Needed	$40,000.00	
		Estimated Annual Total:	**$527,921.72**

Total Contract Not to Exceed Amount of $2,883,106.54

County Executive Office

Memorandum

February 22, 2022

To: Clerk of the Board of Supervisors

From: Colette Farnes, Chief Human Resources Officer

Concur: Frank Kim, County Executive Officer

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.02.23 09:53:03 -08'00'

RECEIVED
2022 FEB 24 PM 4:26
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Subject: Request for a Supplemental Closed Session for March 8, 2022

SCS1

Human Resource Services requests a Supplemental Closed Session on March 8, 2022 with the County's designated negotiating representative, Colette Farnes, to discuss terms and conditions of employment for Unrepresented Employees, pursuant to Government Code Section 54957(b).

Accordingly, please prepare the Agenda item to read:

Human Resource Services requests a Supplemental Closed Session on March 8, 2022 with the County's designated negotiating representative, Colette Farnes, to discuss terms and conditions of employment for Unrepresented Employees, pursuant to Government Code Section 54957(b).

RECOMMENDED ACTION: Conduct Closed Session.

Thank you.

cc: Members, Board of Supervisors
Frank Kim, Chief Executive Officer
Leon J Page, County Counsel

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 2
March 8, 2022

MEMORANDUM

February 25, 2022

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

RECEIVED
2022 FEB 25 AM 11:05
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

I am requesting a supplemental closed session on Tuesday, March 8, 2022, 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: *Orange County Board of Education, Jade Ausmus v. Orange County Committee on School District Organization; Orange County Registrar of Voters, and Does 1-10*
> OCSC Case No.: 30-2022-01242499-CU-WM-CJC
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:jb

cc: Members of the Board of Supervisors
Frank Kim, CEO

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 3
March 8, 2022

MEMORANDUM

March 2, 2022

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, March 8, 2022, 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: *Jason Stothers v. County of Orange*
> WCAB Case Number: ADJ12672610
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:jb

cc: Members of the Board of Supervisors
Frank Kim, CEO

RECEIVED
2022 MAR -2 AM 10: 23
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 4
March 8, 2022

MEMORANDUM

March 2, 2022

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, March 8, 2022, 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: *Christina Watson v. County of Orange*
> WCAB Case Number: ADJ10961945
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:jb

cc: Members of the Board of Supervisors
Frank Kim, CEO

RECEIVED
2022 MAR -2 AM 10: 23
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 5
March 8, 2022

MEMORANDUM

March 2, 2022

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, March 8, 2022, 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: *Clifford Deller v. County of Orange*
> WCAB Case Number: ADJ2159359
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:jb

cc: Members of the Board of Supervisors
Frank Kim, CEO

RECEIVED
2022 MAR -2 AM 10:23
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 6
March 8, 2022

MEMORANDUM

March 2, 2022

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, March 8, 2022, 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: *Samuel Kreitl v. County of Orange*
> Case Number: 8:20-cv-02309
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:jb

cc: Members of the Board of Supervisors
Frank Kim, CEO

RECEIVED
2022 MAR -2 AM 10: 23
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS