ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

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

August 22, 2023

PRESENTATION (9:00 A.M.)

Supervisor Sarmiento will be presenting a resolution proclaiming August 2023 as "Chicano Heritage Month"

Supervisor Foley will be presenting a resolution to John Wayne Airport celebrating 100 Years of Flight

CONSENT

7. Revised Title to read:
OC Public Works - Adopt resolution vacating excess ingress and egress easement, Lot 4, Tract No. 16457; and make California Environmental Quality Act (CEQA) exemption findings under CEQA Guidelines Section 15305 and other related findings - District *5* ~~3~~

DISCUSSION

23. Continued to 9/12/23, 9:30 a.m.

25. Revised Title to read:
County Executive Office - Approve recommended positions on introduced or amended legislation and/or consider other legislative subject matters*; approve proposed list of County of Orange 2024 Water Resources Development Act (WRDA) priorities; and direct CEO/Legislative Affairs and OC Public Works to submit priorities to Orange County Federal Delegation members* – All Districts

30. Revised Title to read:
County Executive Office - Approve grant applications/awards submitted *by John Wayne Airport, OC Community Resources, Health Care Agency, Sheriff Coroner and District Attorney, and retroactive grant applications/awards submitted by Health Care Agency* in 8/22/23 grant report and other actions as recommended*; approve cooperative agreement with City of Anaheim for Housing Opportunities for Persons with AIDS Program, 7/1/23 - 6/30/24 ($938,000); and authorize HCA Director or designee to execute future amendments under certain conditions; adopt resolution authorizing Sheriff-Coroner or designee to complete and execute agreement for Transfer of Equipment/Services with California Office of Emergency Services for 2022 Urban Areas Security Initiative; adopt resolutions authorizing District Attorney or designee to execute grant award agreements and amendments with California Department of Insurance for Life and Annuity Consumer Protection Program ($94,875), Disability and Healthcare Insurance Fraud Program ($1,061,508) and Workers' Compensation Insurance Fraud Program ($7,742,740), 7/1/23 - 6/30/24; and making California Environmental Quality Act (CEQA) exemption findings pursuant to CEQA Guidelines Section 15061(b)(3) and other findings* - All Districts

Document last updated: 8/18/2023 12:54 PM

ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

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33. Revised Title to read:
Supervisor Foley - ~~Approve continuation of~~ *Receive and file status report and terminate* local emergency for 2022-2023 winter storms~~; and set review to determine need for continuing local emergency for 10/17/23, 9:30 a.m. and every 60 days thereafter until terminated~~ (Continued from 3/14/23, Item S38L; 5/9/23, Item 38; 6/27/23, Item 77)

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

Items: 25, 30 and 33

Supplemental Item(s)

S33A. **Chairman Wagner** - Approve addition of Health and Wellness Fairs to County Events Calendar; and make related findings per Government Code Section 26227

S33B. **Chairman Wagner** - Assessment Appeals Board No. 4 - Appoint Spring Chen, Irvine, for term ending 9/6/26

S33C. **Supervisor Sarmiento** - Receive and file presentation and status update from Office of Independent Review

S33D. **Supervisor Sarmiento** - Assessment Appeals Board No. 4 - Appoint Steven White, Anaheim, for term ending 9/6/26

S33E. Revised Title to read:
Chairman Wagner - Orange County HIV Planning Council - Appoint Jazmina Castillo, Aliso Viejo, Josie Lopez, Yorba Linda and Kming Rosenthal, ~~Newport Beach~~ *Rancho Santa Margarita*, for terms ending 12/31/24

S33F. **Supervisor Sarmiento - Acting as Orange County Housing Authority** - Housing and Community Development Commission - Appoint Tracy La, Santa Ana, for term ending 6/30/25

S33G. **Sheriff-Coroner** - Approve FY 2022-23 Federal Equitable Sharing Agreement and Certification for federally forfeited property or proceeds received for Sheriff-Coroner Department - All Districts

S33H. **Sheriff-Coroner** - Approve amendment 1 to contract MA-060-20011594 with Siemens Industry Inc. for preventative maintenance and repairs to Theo Lacy Facility and Coroner Facility energy management system hardware and software, 9/1/23 - 8/31/24 ($165,784; cumulative total $535,216); renewable for one additional one-year term; and authorize County Procurement Officer or Deputized designee to execute amendment - District 2

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ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

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S33I. **County Executive Office** - Approve and adopt 2023-2026 Memorandum of Understanding (MOU) with Orange County Managers Association, 6/30/23 - 6/25/26; and authorize County Executive Officer or designee to execute MOU - All Districts

S33J. Revised Title to read:
County Executive Office - Approve ten-year lease agreement with ~~Milan Capital Management, Inc.,~~ *Milan OFC, LLC* for office space for Orange County Information Technology at 721 South Parker Street, Orange; authorize Chief Real Estate Officer or designee to execute lease and subsequent amendments under certain conditions; and make California Environmental Quality Act (CEQA) exemption findings under CEQA Guidelines Section 15301 - District 2

S33K. **Supervisor Sarmiento** - Approve addition of Fall Festival events to County Events Calendar; and make related findings per Government Code Section 26227

S33L. **Chairman Wagner -** Adopt resolution recognizing September 22, 2023 as "California Native American Day" as an official observance

S33M. **Supervisor Sarmiento** - Approve reallocation use of $100,000 from 5/4/23 item S38E from Second District's discretionary ARPA funding allocation towards local youth leadership programs, camps and educational programs, County department programs and projects and unfunded Second District projects that meet Government Code Section 26227; make related findings per Government Code Section 26227; and authorize County Executive Officer or designee to negotiate and enter into agreements as necessary

S33N. **Supervisor Foley** - Coto de Caza Planning Advisory Committee - Reappoint Michael King, Trabuco Canyon and Gilad Ganish, Coto de Caza, for terms concurrent with 5th District Supervisor's term of office

S33O. **Supervisor Foley** - Assessment Appeals Board No. 1 - Appoint David Prince, Newport Beach, to complete term ending 9/1/24

S33P. **Supervisor Foley** - Assessment Appeals Board No. 2 - Appoint Wendy Rianda, Costa Mesa, to complete term ending 8/31/25

S33Q. **Supervisor Foley** - Assessment Appeals Board No. 3 - Appoint Barbara Borkowski, San Juan Capistrano, to complete term ending 9/1/24

S33R. **Supervisor Foley** - Orange County Waste Management Commission - Reappoint Joe Soto, San Juan Capistrano, for term concurrent with 5th District Supervisor's term of office

SCS2. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Orange County Flood Control District v. Carson Chino South LLC, et al., San Bernardino Superior Court Case No. CIVSB 2310050

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ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

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SCS3. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Orange County Flood Control District v. Carson Chino South LLC, et al., San Bernardino Superior Court Case No. CIVSB 2310014

SCS4. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Orange County Flood Control District v. Watson Land Company, et al., San Bernardino Superior Court Case No. CIVSB 2310047

Document last updated: 8/18/2023 12:54 PM

CLERK OF THE BOARD

MEMORANDUM

RECEIVED
CLERK OF THE BOARD
AUG 15 2023

August 15, 2023

To: Honorable Board of Supervisors

From: Jamie Ross, Assistant Clerk of the Board

Subject: Correction to Title August 22, 2023, Board Agenda, Item 7

The title of the following agenda item title has been revised due to clerical error by the Clerk of the Board. The district has been corrected to District 5 (the ASR is correct):

OC Public Works - Adopt resolution vacating excess ingress and egress easement, Lot 4, Tract No. 16457; and make California Environmental Quality Act (CEQA) exemption findings under CEQA Guidelines Section 15305 and other related findings – District *5* ~~3~~

Cc: Leon Page, County Counsel
Frank Kim, CEO

Continuation or Deletion Request

Date: **August 11, 2023**

To: Clerk of the Board of Supervisors

From: **James Treadaway, OC Public Works Director**

Re: ASR Control #: 23-000629, Meeting Date 8/22/23 Agenda Item No. # 23

Subject: **Approve Contracts for Mitigation Maintenance Services**

☒ Request to continue Agenda Item No. # 23 to the 9/12/2023 Board Meeting.

Comments:

☐ Request deletion of Agenda Item No. # _____

Comments:

Legislative Bulletin

DRAFT

A Publication of the County Executive Office/Legislative Affairs

August 22, 2023
Item No. 25

County of Orange Positions on Proposed Legislation

The Legislative Bulletin provides the Board of Supervisors with analyses of measures pending in Sacramento and Washington that are of interest to the County. Staff provides recommended positions that fall within the range of policies established by the Board. According to the County of Orange Legislative Affairs Program Guidelines adopted by the Board of Supervisors on January 25, 2022, staff recommendations for formal County positions on legislation will be agendized and presented in this document for Board action at regular Board of Supervisors meetings. When the Board takes formal action on a piece of legislation, the CEO will direct the County's legislative advocates to promote the individual bills as approved by the Board. The Legislative Bulletin also provides the Board of Supervisors with informative updates on State and Federal issues.

The 2023-2024 Legislative Platform was adopted by the Board of Supervisors on December 20, 2022.

On August 22, 2023, the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

1. **Approve Proposed List of County of Orange 2024 Water Resources Development Act (WRDA) priorities:**
    - Santa Ana River Mainstem, Prado Dam Project (SARP) – Division-Level Appraisal and Settlement Authority
    - SARP – Reimbursement for Incurred Costs
    - Westminster-East Garden Grove Flood Risk Management Project (WEGG) – Initiate Project Partnership Agreement with United States Army Corps of Engineers (Corps)
    - WEGG – Cost-Share Adjustment for Federal Sponsor
2. **Direct CEO-Legislative Affairs and OC Public Works to Submit Priorities to Orange County Federal Delegation Members**
3. **Receive and File Legislative Bulletin**

INFORMATIONAL ITEMS

1. **County Position Matrix: CEO-LA**
2. **Sacramento Legislative Report**
3. **Washington DC Legislative Report**

RECOMMENDED ITEMS

1. **Approve Proposed List of County of Orange 2024 Water Resources Development Act (WRDA) priorities:**
    - Santa Ana River Mainstem, Prado Dam Project (SARP) – Division-Level Appraisal and Settlement Authority
    - SARP – Reimbursement for Incurred Costs
    - Westminster-East Garden Grove Flood Risk Management Project (WEGG) – Initiate Project Partnership Agreement with United States Army Corps of Engineers (Corps)
    - WEGG – Cost-Share Adjustment for Federal Sponsor
2. **Direct CEO-Legislative Affairs and OC Public Works to Submit Priorities to Orange County Federal Delegation Members**

Background:

The Water Resources Development Act (WRDA) is a legislative package that provides for the conservation and development of water and related resources. It authorizes the United States Army Corps of Engineers (Corps) to conduct studies, construct projects and research activities that can lead to the improvement of these resources. This includes construction/maintenance of ports, inland waterways, and dams as well as flood and coastal storm risk management and ecosystem restoration programs.

WRDA is strictly authorizing legislation; it does not include funding. Funding for WRDA-authorized studies and projects is separately allocated through the annual Energy and Water Development appropriations process but may also be provided through supplemental appropriations. Authorization is a requirement for Corps activities to be eligible for federal funding.

In addition to the studies and projects listed above, WRDA also provides general guidelines for implementing Corps water resource activities. This includes adjusting the required cost sharing for specific projects or activities or providing Corps authorization to provide financial assistance.

WRDA 2024 Process:

1. County Proposal Submissions: Senators Feinstein and Padilla have notified the County that their application portals are open and have issued guidance for submitting proposals; **submissions are due to the Senators by September 15th at 11:59 p.m., ET**. The House of Representatives has not yet issued guidance for applications, however we anticipate they will be announced soon. Recommended advocacy steps are outlined below:
    a. Complete Application Package (Late August): OC Public Works will compile required materials including technical documents, statements of need and proposed legislative language for each of the County's four priorities.
    b. Obtain House of Representative Support (Late August): CEO-Legislative Affairs will seek letters of support from House members representing project areas.

c. Project Tours for Member Staff (Early September): CEO-Legislative Affairs and OC Public Works will coordinate informational tours for Senate/House staff of County priority projects.
d. Washington, D.C. Advocacy Trip (Mid-September): Van Scoyoc Associates will work with OC Public works to schedule meetings with relevant Corps headquarters staff and/or delegation members to discuss County priorities.
e. Final Priority Submissions (September 15): OC Public Works will submit the finalized County priorities on or before September 15th.

2. Member Project Submission Lists: Federal representatives typically release their list of WRDA submission projects in the first half of October.

3. Committee Hearings: The House Committee on Transportation and Infrastructure and the Senate Committee on Environment and Public Works are the authorizing committees for Corps. These committees hold hearings to review stakeholder testimony, Congressional Member input, and relevant reports from Corps and the Administration. This takes place from mid-October until WRDA is passed either as a standalone bill or within another legislative package.

4. WRDA Enactment: The timing for WRDA varies depending on its vehicle for passage. WRDA 2020 and WRDA 2022 were passed in December and June, respectively.

1. **Approve Proposed List of County of Orange 2024 Water Resources Development Act (WRDA) priorities:**
    - Santa Ana River Mainstem, Prado Dam Project (SARP) – Division-Level Appraisal and Settlement Authority

Project Summary:

The Santa Ana River Mainstem Project (SARP) is designed to provide flood protection to more than 3.35 million people growing urban communities in Orange, Riverside and San Bernardino counties. It is estimated that the most severe flood in the project area would cover more than 110,000 acres to a depth of three feet and would amount to more than $40 billion in economic losses. The project includes seven independent features, including the Prado Dam. Additional lands for the expansion of the Prado reservoir still need to be acquired, several protective dikes in the Prado basin remain to be built and the spillway has yet to be raised.

Project Request:

For the SARP project, specifically grant United States Army Corps of Engineers (Corps) personnel at the South Pacific Division the authority needed to approve Project appraisals and litigation settlements up to $20M when presented by the Orange County Flood Control District (OCFCD), the non-federal sponsor, with substantiating documentation and a memorandum of no-objection from the Los Angeles District.

1. **Approve Proposed List of County of Orange 2024 Water Resources Development Act (WRDA) priorities:**
    - Santa Ana River Mainstem, Prado Dam Project (SARP) – Reimbursement for Incurred Costs

Project Summary:

The Santa Ana River Mainstem Project (SARP) is designed to provide flood protection to more than 3.35 million people growing urban communities in Orange, Riverside and San Bernardino counties. It is estimated that the most severe flood in the project area would cover more than 110,000 acres to a depth of three feet and would amount to more than $40 billion in economic losses. The project includes seven independent features, including the Prado Dam. Additional lands for the expansion of the Prado reservoir still need to be acquired, several protective dikes in the Prado basin remain to be built and the spillway has yet to be raised.

Project Request:

For the SARP project, specifically authorize the United States Army Corps of Engineers (Corps) to reimburse the Orange County Flood Control District (OCFCD), the non-federal sponsor, for incurred costs, specifically including amounts OCFCD paid to the State of California Treasurer Department as an eminent domain deposit when OCFCD has provided documentation to the Corps that OCFCD has an order of possession for the underlying project acquisition but does not yet have a recorded deed.

RECOMMENDED ITEMS

1. **Approve Proposed List of County of Orange 2024 Water Resources Development Act (WRDA) priorities:**
    - Westminster-East Garden Grove Flood Risk Management Project (WEGG) – Initiate Project Partnership Agreement with United States Army Corps of Engineers (Corps)

Project Summary:

The WEGG Project will reduce the risks to life, safety, and property from flooding due to current deficiencies in reaches of flood control channels located within 74 square miles of Orange County that spans 11 highly urbanized cities. The project area encompasses approximately 24,000 at-risk structures, with a potential of up to $5.45 billion in damages and impacts to 1 million residents and business owners, U.S. military operations, critical transportation infrastructure, including the I-405 which connects Los Angeles and San Diego, and sensitive coastal ecosystems impacted by run-off contaminants stemming from a 100-year event. Implementation of the WEGG locally preferred plan is anticipated to save residents from collectively paying approximately $3.7 million annually in flood insurance premiums.

Project Request:

Authorize the United States Army Corps of Engineers (Corps) to enter a Project Partnership Agreement (PPA) with the Orange County Flood Control District (OCFCD) and County of Orange as the non-federal sponsors for the WEGG project by utilizing any available federal funds and/or accepting from the non-federal partner funds, materials, and services, to develop said PPA.

RECOMMENDED ITEMS

1. **Approve Proposed List of County of Orange 2024 Water Resources Development Act (WRDA) priorities:**
    - Westminster-East Garden Grove Flood Risk Management Project (WEGG) – Cost-Share Adjustment for Federal Sponsor

Project Summary:

The WEGG Project will reduce the risks to life, safety, and property from flooding due to current deficiencies in reaches of flood control channels located within 74 square miles of Orange County that spans 11 highly urbanized cities. The project area encompasses approximately 24,000 at-risk structures, with a potential of up to $5.45 billion in damages and impacts to 1 million residents and business owners, U.S. military operations, critical transportation infrastructure, including the I-405 which connects Los Angeles and San Diego, and sensitive coastal ecosystems impacted by run-off contaminants stemming from a 100-year event. Implementation of the WEGG locally preferred plan is anticipated to save residents from collectively paying approximately $3.7 million annually in flood insurance premiums.

Project Request:

Increase the cost-share ratio between the non-federal sponsors and the federal sponsor to 50% for WEGG implementation of either the proposed national economic development or locally preferred plan.

INFORMATIONAL ITEMS

1. **County Position Matrix: CEO-LA**

The tables below list the active bills the Board of Supervisors has taken positions on in the 2023-24 legislative session.

State Legislation — *As of Thursday, August 17, 2023*

Bill No.	Author	Subject	Position	Date of Board Action	Status
SB 44	Umberg	Controlled substances	**Support**	1.24.23	Senate Public Safety Committee – 2 Year Bill
SB 91	Umberg	California Environmental Quality Act: exemption: supportive and transitional housing: motel conversion	**Support**	3.14.23	Assembly Floor
AB 307	Chen	Structural fumigation enforcement program	**Support**	3.14.23	Chaptered
AB 400	Rubio	Local agency design-build projects: authorization	**Support**	3.14.23	Assembly – Concurrence
AB 1270	Dixon	Redevelopment: successor agency: City of Lake Forest	**Sponsor**	3.14.23	Senate Floor
SB 19	Seyarto	Anti-Fentanyl Abuse Task Force	**Support**	3.28.23	Assembly Appropriations Committee
SB 62	Nguyen	Controlled substances: fentanyl	**Support**	3.28.23	Senate Public Safety Committee – 2 Year Bill
AB 701	Villapudua	Controlled substances: fentanyl	**Support**	3.28.23	Senate Appropriations Committee
AB 1058	Patterson	Controlled substances: fentanyl	**Support**	3.28.23	Assembly Public Safety Committee – 2 Year Bill
SB 706	Caballero	Public contracts: progressive design-build: local agencies	**Support**	4.11.23	Assembly Floor
AB 684	Ta	County veterans service officers: additional resources	**Support**	4.25.23	Assembly Appropriations Committee – 2 Year Bill
AB 955	Petrie-Norris	Controlled substances	**Support**	5.9.23	Assembly Rules Committee
AB 1057	Weber	California Home Visiting Program	**Support**	5.9.23	Senate Appropriations Committee
AB 1304	Papan	Weights and measures: inspection fees	**Support**	5.9.23	Senate Floor
AB 1168	Bennett	Emergency Medical Services (EMS): prehospital EMS	**Oppose**	6.27.23	Senate Appropriations Committee
SB 14	Grove	Serious felonies: human trafficking	**Support**	8.8.23	Assembly Appropriations Committee

Federal Legislation — *As of Thursday, August 17, 2023*

Bill No.	Author	Subject	Position	Date of Board Action	Status

S 24	Feinstein	Fighting Homelessness Through Services and Housing Act	**Support**	4.25.23	Senate Committee on Health, Education, Labor and Pensions
HR 516	Lieu	Fighting Homelessness Through Services and Housing Act	**Support**	4.25.23	House Committee on Financial Services
HR 984	Levin	Commitment to Veteran Support and Outreach Act	**Support**	4.25.23	House Committee on Veteran's Affairs
HR 467	Griffith	Halt All Lethal Trafficking (HALT) of Fentanyl Act	**Support**	6.06.23	Senate Judiciary Committee
S 971	Cassidy	Due Process Continuity of Care Act	**Support**	6.06.23	Senate Finance Committee
HR 3862	Levin	Spent Fuel Prioritization Act of 2023	**Support**	6.27.23	House Committee on Energy and Commerce

Highlighted sections symbolize a status change.

2. Sacramento Legislative Report

Prepared by Precision Advocacy Group LLC

This week, the legislature returned from summer recess, amendments were made to the large-scale Mental Health Services Act reform contained in SB 326 (Eggman), and hundreds of bills were heard and placed on the suspense files of the Senate and Assembly Appropriations committees. The suspense files are the resting place for legislation that will have state General Fund impacts and those will be considered the week of August 24. Measures released from the suspense files will move forward to be considered by the full Senate and Assembly and measures held on suspense will not continue through the legislative process.

SB 326 (Eggman) Behavioral Health Services Act Amendments

In response to concerns from counties, children and youth groups, and other stakeholders, SB 326 was amended on August 15. As a reminder, SB 326 will change the parameters of the MHSA to focus on the most severely mentally ill Californians who are homeless or at risk of incarceration or institutionalization. It will also rename the program to the Behavioral Health Services Act (BHSA). Impacts to Orange County include the shifting of more than $100 million away from currently funded mental health programs to behavioral health housing. We are anticipating additional amendments, however, below is a quick overview of changes.

Funding Allocation Changes

Current MHSA	***SB 326 (6/19/23)***	***SB 326 (8/15/23)***

Community Services and Supports (76%): Full-Service Partnerships (50% of this funding bucket), outpatient treatment, crisis intervention, wellness centers, housing services, capital facilities, workforce and training, and deposits into prudent reserves	***Full-Service Partnerships (35%):*** assertive community treatment, substance use disorder treatment, and employment services	***Full-Service Partnerships (35%):*** assertive community treatment, substance use disorder treatment, and employment services
Prevention and Early Intervention (19%): school-based services, outreach to older adults, and suicide prevention	***Housing Interventions (30%)*:*** rental and operating subsidies, family housing for children and youth *50% of this funding bucket must be for chronically homeless individuals	***Housing Interventions (30%)*:*** rental and operating subsidies, family housing for children and youth Counties can use BHSA for housing supports for non-Medi-Cal and where plans have not elected to cover housing. Housing interventions are not limited to persons in Full-Service Partnerships or individuals enrolled in Medi-Cal. Removes the requirement that capital funds be spent in the same fiscal year as allocated; requires the funds to be spent within a reasonable time frame, as specified by DHCS. *50% of this funding bucket must be for chronically homeless individuals

Innovation (5%): technology integration and holistic care	***Behavioral Health Services and Supports (30%)*:*** early intervention; adult, older adult, and youth focused services; capital facilities; and deposits into prudent reserves *Majority of this funding bucket must be for early intervention	***Behavioral Health Services and Supports (35%)*:*** early intervention; adult, older adult, and youth focused services; capital facilities; deposits into prudent reserves; and outreach and engagement services *Majority of this funding bucket must be for early intervention and at least 51% of early intervention shall be used to serve individuals who are 25 years of age or younger.
	Population-Based Mental Health Substance Use Disorder Prevention (5%)*: population-wide reduction in mental health disorders and suicide or overdose prevention *Population-based prevention programs cannot include services to individuals	***Population-Based Mental Health Substance Use Disorder Prevention (4% of total funds - not included in the county funding)*:*** population-wide reduction in mental health disorders and suicide or overdose prevention, controlled at the state level *Population-based prevention programs cannot include services to individuals, 51% of this funding must serve individuals who are 25 years old and younger

Funding Allocation Flexibility: Allows counties to transfer between program buckets, subject to review and approval by the Department of Health Care Services (DHCS) that counties have conducted local planning and stakeholder input processes, the transfer is compliant with the specified percentages, and that the transfers are responsive to local priorities. The transfers may be up to the following percentages:

- 2026-2029: 7% from each bucket, up to a maximum of 14%.
- 2029-2032: 6% from each bucket, up to a maximum of 12%.
- Starting with 2032 and ongoing: 5% from each bucket, up to a maximum of 10%.

Small County (under 200,000 population) Flexibility: Adds a process whereby DHCS establishes criteria and a process for approving small county requests for an exemption from the use of 30% of the BHSA dollars on housing interventions, and implementation of certain high-intensity behavioral health services (Assertive Community Treatment and Forensic Assertive Community Treatment). Additionally, the amendments allow small counties to use up to 4% on quality improvement and

reporting (versus 2% for large counties).

Fiscal Protections: Specifies a county is only obligated to fund BHSA programs with BHSA funds, counties are not obligated to use funds from any other source to fund services described under BHSA, and counties are not required to exhaust other funding sources before using BHSA moneys to pay for a service or related activity.

Substance Use Disorders: Instead of requiring that counties serve individuals with substance use disorders without co-occurring mental health diagnoses, SB 326 now allows counties to serve them, but does not mandate it.

Housing Interventions Funding Allocations: Expands uses of the allocation from rent and operating subsidies to housing navigation, deposits, and tenancy sustaining services.

Legislative Authority to Amend the MHSA: The prior version of SB 326 required changes to the statute to return to voters. The current version allows the statute to be modified by a ⅔ vote of the legislature provided it is consistent with the intent of the statute.

Redefines Eligibility for BHSA Services for Children: Broadens the definition from children with a serious emotional disturbance to align with the definition of eligibility for specialty mental health services for children in Medi-Cal.

Early Intervention Programs: Requires at least 51% of county funding allocated for early intervention programs to serve individuals who are 25 years of age and younger (preserving current regulatory requirements on prevention and early intervention).

State Funding: 10% of the total BHSA: 4% for population-based prevention, 3% for statewide workforce, and 3% for state administration (reduced from 5%).

LAO Analysis: BHSA Children and Youth Mental Health Services Impacts

The Legislative Analysts' Office (LAO) released an analysis in its series on the various components of the governor's behavioral health modernization proposal, which would shift the focus of MHSA funding towards Full-Service Partnerships (FSPs) and housing interventions, necessitating an assessment of its impact on county spending for children and youth services.

The MHSA, established in 2004, levies a 1% tax on personal income over $1 million to support mental health services. Most MHSA funds (95%) are allocated to counties for various mental health programs. Currently, there's a regulatory requirement that a portion of Prevention and Early Intervention (PEI) funds must be used for individuals under 25 years old.

The governor's proposal introduces changes to MHSA funding categories, emphasizing FSPs and housing interventions. It removes the current PEI category, replacing it with a population-prevention category and a Behavioral Health Services and Supports (BHSS) category that requires at least half of the funding to be spent on early intervention. The proposal targets children and youth with behavioral health needs but lacks ongoing funding. The majority of transitional-age youth (16-25 years old) are excluded from the target population.

LAO Assessment: Data limitations make it challenging to estimate the impact of the governor's proposal. Current county spending on children and youth mental health services largely aligns with proposed BHSS category funding. However, under the proposal, counties would need to reduce or redirect funding for other services currently classified as BHSS.

Spending on FSPs for children and youth could increase, but the exact amount is uncertain. The focus on housing interventions is unlikely to significantly affect children and youth services, as these

services primarily target chronically homeless individuals. Overall, it remains uncertain whether the governor's proposal will maintain the current level of spending on children and youth services. County-by-county variations and the exclusion of transition-age youth further complicate the assessment.

Issues for the Legislature to Consider: The LAO estimates that the proposal will shift MHSA spending towards FSP's and housing interventions with a reduction or redirection of funding for other services. The LAO recommends that the legislature ask the administration a number of questions to better assess the rationale for the proposal and its impact at the county level:

- What is the estimated impact of the proposal on current MHSA-funded county children and youth mental health services programs? How will the level and makeup of county MHSA spending on children and youth mental health services change? What county-by-county variation is expected?
- While the Children and Youth Behavioral Health Initiative (CYBHI) was enacted last year to provide funding for children and youth programs, it is one-time or temporary funding, whereas the MHSA provides ongoing funds. To what extent do the CYBHI programs replace the need for children and youth mental health services funded by the MHSA? What are the benefits of maintaining county MHSA spending on children and youth programs at current levels and supplementing these programs with the CYBHI?
- What is the administration's rationale for excluding transition-age youth from the definition of children and youth as a target population of the proposal? From the administration's perspective, would including all individuals under the age of 25 as a target population impact what services could be funded under the proposal?

The LAO further suggests the following potential amendments to the governor's proposal to include a children and youth mental health services funding requirement:

- Require a percentage of FSP spending to be allocated for children and youth services to maintain or enhance these services.
- Expand the proposed funding requirement within BHSS to include both early intervention and children and youth services.
- Impose a percentage-based funding requirement on total county MHSA revenue for children and youth services to ensure a baseline level of support while allowing local flexibility. The amendments outlined in the prior section partially address this issue.

FPPC Names New Chief of Enforcement

The Fair Political Practices Commission (FPPC) announced the appointment of James M. Lindsay as Chief of Enforcement at the end of July. The FPPC Enforcement Division analyzes and processes over 1,500 complaints and referrals per year about potential violations of the Political Reform Act. Complaints and referrals are received from citizens, other government agencies, and the media. The division also operates a campaign audit program of both mandatory and discretionary audits. A matter will be fully investigated if there is sufficient information to believe that a violation of the Act has occurred.

Lindsay comes to the FPPC from the California Children and Families Commission (CCFC), where he served as Chief Counsel since August of 2022. In this position, Lindsay advised the Commission, Executive Director, and staff on all legal matters, including Political Reform Act and Bagley-Keene Act compliance and training, as well as being responsible for leadership, litigation, and mentoring responsibilities. Prior to that, Lindsay spent almost four years as the lead litigation attorney at the California State Teachers' Retirement System (CalSTRS). There, he had primary responsibility for administrative hearing matters, writs and appeals, and helped lead efforts to improve litigation practices and organizational improvements.

"I'm extremely pleased to announce Mr. Lindsay's appointment to this important role in the agency," said FPPC Chair Richard C. Miadich. "We're thrilled to have someone with extensive litigation

experience to lead our Enforcement team. Mr. Lindsay's experience in government policy and operations will greatly help our ongoing efforts to promote the public's trust and maintain our leading National role in the realm of government ethics and campaign finance."

Upcoming Hearings

Agendas are typically posted on the committee websites in the Assembly and Senate a few days prior to the hearings. To view hearings after they take place, you may access them in the Assembly or Senate media archives where they are generally available within a few hours of committee adjournment.

Tuesday, August 22, 2023, 9 a.m.
Assembly Joint Hearing Health and Housing and Community Development
Informational Hearing: Governor's Behavioral Health Modernization Proposal

Wednesday, August 23, 2023, 1 p.m.
Assembly Joint Legislative Audit
Hearing To Consider New Audit Requests

Wednesday, August 23, 2023, 1 p.m.
Senate Select Committee on Transitioning to a Zero-Emission Energy Future
Informational Hearing: California's Zero-Emission Vehicle Infrastructure

Wednesday, August 23, 2023, 1:30 P.M.
Assembly Utilities and Energy
Informational Hearing: Charging Forward: Identifying Roadblocks to Electric Vehicle Infrastructure Deployment Across California

Governor's Press Releases

Below is a list of the governor's press releases beginning August 10.

August 16: More Trees, Less Asphalt at School
August 15: Governor Newsom Announces New Climate Partnership With Australia
August 15: California Sends Wildfire Response and Recovery Teams to Hawaii and Oregon
August 14: Governor Newsom Statement on Passing of Clarence Avant
August 14: TOMORROW: Governor Newsom Joins Australian Ambassador to the U.S. for Climate Announcement
August 14: Governor Newsom's Right to Safety Resolution Calling for a Constitutional Amendment Introduced in California Legislature
August 14: California's Family Agenda Promotes Educational Freedom
August 14: Governor Newsom, First Partner Siebel Newsom, and the California Museum Announce the 16th Class of the California Hall of Fame
August 13: TOMORROW: In Sacramento County, Governor Newsom and First Partner Siebel Newsom to Highlight California's Education Transformation
August 11: Governor Newsom Announces Appointments 8.11.23
August 10: Governor Newsom Deploys Urban Search & Rescue Team and Additional Experts to Hawaii to Support Wildfire Response

3. Washington DC Legislative Report

Prepared by Van Scoyoc Associates

LEGISLATIVE BRANCH ACTIVITY

Leaders Prepare Short-Term Spending Deal

Though both chambers of Congress are adjourned through August for the traditional August recess, top leaders are preparing legislative activity for a busy September ahead of the September 30th end of the fiscal year. If Congress does not enact 12 appropriations bills or a short-term continuing resolution which extends current spending levels temporarily, the federal government would encounter a shutdown.

This week, Speaker of the House Kevin McCarthy (R-CA) and Senate Majority Leader Chuck Schumer (D-NY) made public statements about their efforts to pass a continuing resolution in September which would go through early December.

Though the announcement would generally be viewed as a positive step which will reduce the possibility of a government shutdown, a number of complicated matters must still be resolved, including:

- Whether the continuing resolution will make across the board cuts below FY23 levels, as many Republicans have demanded.
- Which programs will receive special anomaly funding above FY23 levels.
- If the continuing resolution will also include emergency appropriations for disaster recovery, Ukraine aid, and other matters recently requested by the White House.

County Relevance:

- *This news reduces the probability of a government shutdown, but the threat remains high.*
- *A federal shutdown would significantly disrupt any county projects with a federal nexus.*

EXECUTIVE BRANCH ACTIVITY

Department of the Treasury Releases Interim Final Rule for ARPA Flexibility

The Department of the Treasury this week released an interim final rule to implement the State, Local, Tribal, and Territorial Fiscal Recovery, Infrastructure, and Disaster Relief Flexibility Act, also known as the Cornyn/Padilla Amendment.

Included in December's omnibus spending bill, the Cornyn/Padilla Amendment allows states, tribes, territories, and localities to use certain COVID-19 relief funds for new categories of spending, including for natural disasters and infrastructure projects.

The rule will be published in the Federal Register next week, and Treasury has provided an overview document that can be found here.

County Relevance:

- *This interim final rule will provide clarity for Orange County so it can fund a number of new categories of projects under its ARPA allocation.*

DOT Accepting Applications for SMART Grants

The Department of Transportation (DOT) announced that it is accepting applications for the second year of its Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program. Created by the Bipartisan Infrastructure Law, the program will fund up to $500 million in grants over five years to conduct demonstration projects focused on advanced smart community technologies and systems that improve transportation efficiency and safety.

This SMART Notice of Funding Opportunity (NOFO) will accept applications for Stage 1 Planning and Prototyping grants. During Stage 1, the SMART program seeks to fund innovation aimed at solving real-world transportation problems and focused on building data and technology capacity and experience for State, local, and Tribal governments. The program also recognizes that many public

sector transportation agencies face challenges finding the resources and personnel to leverage new technologies; so, the program builds in the time and support to enable successful deployment.

The funding opportunity is open to public sector entities seeking to carry out transportation projects that demonstrate at least one of the following technology areas:

- Coordinated automation
- Connected vehicles
- Sensors
- Systems integration
- Delivery/logistics
- Innovative aviation
- Smart grid
- Traffic signals

DOT says that successful projects will create sustainable partnerships across sectors and levels of governments engaging industry, labor, academia, and nonprofits to better meet community transportation needs.

The NOFO is open now and can be found on the SMART Grants Program website and on grants.gov. Applications must be submitted by 5:00 PM EDT on Tuesday, October 10, 2023.

County Relevance:

- *This funding announcement is an opportunity for Orange County to pursue a number of smart transportation development projects.*

EPA Opens Sewer Overflow and Stormwater Reuse Grant Program

The Environmental Protection Agency (EPA) announced the availability of nearly $50 million in regular funding through the Sewer Overflow and Stormwater Reuse Municipal Grant program to help communities address stormwater and sewer infrastructure needs. States may now apply for grant assistance to fund projects that will help municipalities strengthen their stormwater collection systems against intense rain events. The program will also ensure small and financially distressed communities receive grant assistance at no cost.

Stormwater management can be a complex environmental challenge for communities across the country. The cost to construct, operate, and maintain stormwater infrastructure can be significant, which can strain ratepayers, especially those in small and financially distressed communities. Changes made by the Bipartisan Infrastructure Law mean that the program will prioritize projects for small and/or financially distressed communities and prevent cost share requirements from being passed on to these communities.

In the past, states and communities shared a fixed portion of the costs associated with all projects funded through the Sewer Overflow and Stormwater Reuse Municipal Grant program. The Bipartisan Infrastructure Law changed the program so that 25% of Sewer Overflow and Stormwater Reuse Municipal Grant program funds go to available projects in small and/or financially distressed communities; it also limited states' abilities to pass on the burden of cost sharing to these communities. To encourage investment in these critical projects, EPA modified the Sewer Overflow and Stormwater Reuse Municipal Grant program so that state grantees are not required to contribute cost share money for Sewer Overflow and Stormwater Reuse Municipal Grant program projects located in small or financially distressed communities. However, grant portions that go to communities other than small or financially distressed communities will include a cost share requirement.

County Relevance:

- *The County should consider this funding opportunity for certain stormwater projects.*

Homeland Security Announces New Local Cybersecurity Funding

The Department of Homeland Security has announced the availability of $374.9 million in grant funding for the Fiscal Year (FY) 2023 State and Local Cybersecurity Grant Program (SLCGP). State and local governments face increasingly sophisticated cyber threats to their critical infrastructure and public safety. Now in its second year, the SLCGP is a first-of-its-kind cybersecurity grant program specifically for state, local, and territorial governments across the country to help them strengthen their cyber resilience.

Established by the State and Local Cybersecurity Improvement Act, and part of the Bipartisan Infrastructure Law, the SLCGP provides $1 billion in funding over four years to support state and local governments as they develop capabilities to detect, protect against, and respond to cyber threats. This year's funding allotment represents a significant increase from the $185 million allotted in FY22.

SLCGP is jointly administered by the Cybersecurity and Infrastructure Security Agency (CISA) and the Federal Emergency Management Agency (FEMA). CISA provides expertise and guidance on cybersecurity issues while FEMA manages the grant award and allocation process. Award recipients may use funding for a wide range of cybersecurity improvements and capabilities, including cybersecurity planning and exercising, hiring cyber personnel, and improving the services that citizens rely on daily.

State and local governments have until October 6 to apply for this FY23 grant opportunity. More information and helpful resources on the State and Local Cybersecurity Grant Program can be found here.

County Relevance:

- *The County should consider its own cyber infrastructure security needs and determine whether pursuing funding under this FEMA program is worthwhile.*

Labor Department Issues Prevailing Wage Requirements for Federally Funded Projects

The Department of Labor (DOL) published a new rule that will raise wage standards for construction workers by updating prevailing wage regulations issued under the Davis-Bacon and Related Acts, which require payment of locally prevailing wages and fringe benefits to more than one million construction workers delivering $200 billion of federally funded or assisted construction projects. The new rule will:

- Make the prevailing wage equivalent to the wage paid to at least 30% of workers, rather than 50% of workers, in a given trade in a locality. Prior to the new rule, if the majority of workers in a given trade and locality did not earn a single wage rate, then the prevailing wage was determined by the average wage in a given trade in a locality.
- Give DOL's Wage and Hour Administrator the express authority to adopt prevailing wages determined by state and local governments, issue wage determinations for labor classifications where insufficient data was received through the wage survey process, and update outdated wage rates.
- Add a new anti-retaliation provision in contract clauses to protect workers who raise concerns from being fired or punished. It also strengthens DOL's ability to withhold money from a contractor in order to pay employees their lost wages.

The rule can be found here in the Federal Register and will officially be published and open for comment on August 23rd.

County Relevance:

- *The County should understand this updated requirement and determine how it will apply to the County's federally funded projects.*

If you or your staff have any questions or require additional information on any of the items in this bulletin, please contact Peter DeMarco at 714-834-5777.

Agenda Item

AGENDA STAFF REPORT 30

ASR Control 23-000070

MEETING DATE:	08/22/23
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office (Approved)
DEPARTMENT CONTACT PERSON(S):	Peter DeMarco (714) 834-5777
	Julie Bechtol (714) 834-2009

SUBJECT: Grant Applications/Awards Report

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

Levine Act Review Completed: N/A

Prior Board Action: N/A

RECOMMENDED ACTION(S):

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

1.	Approve Grant Award – John Wayne Airport – Airport Improvement Program (AIP) Entitlement Grant – $695,257
2.	Approve Grant Award – OC Community Resources – Workforce Innovation and Opportunity Act (WIOA) – $153,721
3.	Approve Retroactive Grant Award – Health Care Agency – California Public Health Workforce Career Ladder Education and Development Program – $485,625
4.	Approve Grant Award – Health Care Agency – California Home Visiting Program State General Fund Expansion (CHVP SGF EXP) – $1,712,424
5.	Approve Grant Award and Agreement – Health Care Agency – Housing Opportunities for Persons with AIDS (HOPWA) – $938,000
6.	Grant Application – Sheriff Coroner – FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program – $500,787

7.	Approve Grant Award – Sheriff Coroner – FY 2022 Operation Stonegarden Grant Program – $842,000
8.	Approve Grant Award – Sheriff Coroner – FY 2023 Byrne Discretionary Community Project Funding – $3,470,000
9.	Approve Grant Award and Adopt Resolution – Sheriff Coroner – 2022 Urban Areas Security Initiative (UASI) $0.00
10.	Approve Grant Award and Adopt Resolution – District Attorney – Life and Annuity Consumer Protection Program – $94,875
11.	Approve Grant Award and Adopt Resolution – District Attorney – Disability and Healthcare Insurance Fraud Program – $1,061,508
12.	Approve Grant Award and Adopt Resolution – District Attorney – Workers' Compensation Insurance Fraud Program – $7,742,740
13.	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 - Urban Areas Security Resolution
Attachment B - Life and Annuity Resolution
Attachment B - Disability and Healthcare Resolution
Attachment B - Workers' Compensation Resolution
Attachment C - Housing Opportunities Agreement

Grants Report

DRAFT

County Executive Office/Legislative Affairs

August 22, 2023
Item No: 30

County of Orange Report on Grant Applications/Awards

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

On August 22, 2023, the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

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

ACTION ITEMS:

1. Approve Grant Award – John Wayne Airport – Airport Improvement Program (AIP) Entitlement Grant – $695,257

2. Approve Grant Award – OC Community Resources – Workforce Innovation and Opportunity Act (WIOA) – $153,721

3. Approve Retroactive Grant Award – Health Care Agency – California Public Health Workforce Career Ladder Education and Development Program – $485,625

4. Approve Grant Award – Health Care Agency – California Home Visiting Program State General Fund Expansion (CHVP SGF EXP) – $1,712,424

5. Approve Grant Award and Agreement – Health Care Agency – Housing Opportunities for Persons with AIDS (HOPWA) – $938,000

6. Approve Grant Application – Sheriff Coroner – FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program – $500,787

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8. Approve Grant Award – Sheriff Coroner – FY 2023 Byrne Discretionary Community Project Funding – $3,470,000

9. Approve Grant Award and Adopt Resolution – Sheriff Coroner – 2022 Urban Areas Security Initiative (UASI) – $0.00

10. Approve Grant Award and Adopt Resolution – District Attorney – Life and Annuity Consumer Protection Program – $94,875

11. Approve Grant Award and Adopt Resolution – District Attorney – Disability and Healthcare Insurance Fraud Program – $1,061,508

12. Approve Grant Award and Adopt Resolution – District Attorney – Workers' Compensation Insurance Fraud Program – $7,742,740

13. 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:	August 15,2023
Requesting Agency/Department:	John Wayne Airport (JWA)
Grant Name and Project Title:	Airport Improvement Program (AIP) Entitlement Grant / Vertical Conveyance Systems Improvement Replacement of Escalator 1 (Terminal A)
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:	$862,709
Application Due Date:	5/23/23
Board Date when Board Approved this Application:	5/23/23
Awarded Funding Amount:	$695,257
Notification Date of Funding Award:	8/1/23
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:	AIP GRANT # - DESCRIPTION, AWARD START, AWARD AMOUNT 50-Install Navigational Aids (NAVAIDS), Install Airfield Guidance signs, Install Runway Lighting, 9/9/20, $5,626,815. 53-Rehabilitate pavement on five Taxiways G, H, J, K, and L and limited Runway 2L/20R shoulder areas,8/2/21, $1,149,290. 57-Taxiways A-D-E Reconstruction and Vehicle Service Road Safety Improvements (Design only), 7/7/22, $2,014,750.
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☐ Other Type ☒
County Match?	Yes ☒ Amount $167,452 (19.41%) No ☐
How will the County Match be Fulfilled? (Please include the specific budget)	Fund 281 – Airport Construction Fund
Will the grant/program create new part or full-time positions?	The grant will not create new positions.
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.

John Wayne Airport (JWA) requests approval to accept the Airport Improvement Program (AIP) recurring Entitlement Grant. The grant will reimburse eligible costs for replacing escalator number one (1) in Terminal A at John Wayne Airport.

JWA has a long-standing partnership with the FAA and has continuously applied for the Airport Improvement Program (AIP). This grant is intended to assist in providing funds for infrastructure projects such as runways, taxiways, signage, lighting, and markings. The grants strengthen our nation's aviation infrastructure. Airports are entitled to a certain amount of AIP funding each year based on passenger volume. If their capital project needs exceed their available entitlement funds, the FAA can supplement their entitlements with discretionary funding.

The grant will fund eligible costs up to 80.59% ($695,257), and the grantee share is 19.41% ($167,452).

CEO-Legislative Affairs Office
Grant Authorization eForm

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

Recommended Action/Special Instructions
(Please specify below)

Authorize the Airport Director or designee to accept the AIP Grant with the FAA, and any forms needed to execute the award.

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

Charlene V. Reynolds, Airport Director (949) 252-5171, CReynolds@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:

Charlene V. Reynolds, Airport Director (949) 252-5171, CReynolds@ocair.com

CEO-Legislative Affairs Office
Grant Authorization eForm

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

Today's Date:	August 15, 2023	
Requesting Agency/Department:	OC Community Resources/OC Community Services	
Grant Name and Project Title:	Workforce Innovation and Opportunity Act (WIOA), Regional Plan Implementation (RPI) 5.0 Program Year (PY) 2022-23 and WIOA Dislocated Worker Formula Funds	
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	State of California, Employment Development Department	
Application Amount Requested:	N/A	
Application Due Date:	N/A; funding is awarded based on an allocation	
Board Date when Board Approved this Application:	N/A	
Awarded Funding Amount:	$131,250 + $22,471 = $153,721	
Notification Date of Funding Award:	August 2, 2023	
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)		
Recurrence of Grant	New ☐ Recurrent ☐	Other ☒ Explain: WIOA Regional Formula Funding
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	PY 2020-2021 PY 2021-2022	$325,000 $375,000
Does this grant require CEQA findings?	Yes ☐	No ☒
What Type of Grant is this?	Competitive ☐	Other Type ☒ Explain: WIOA funds are allocated to the California Employment Development Department (EDD) as a Formula Grant. Through a formular allocation, EDD allocated WIOA funds to the County.
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 Workforce Innovation and Opportunity Act (WIOA) Section 106 requires California's State Plan to identify planning regions in the state. Identifying regions aligns workforce development activities and resources within a larger regional economic development area to provide coordinated and efficient services to job seekers and employers. The local regional planning unit, designated as the Orange Workforce Alliance (OWA), is comprised of the Orange County Workforce Development Board, Anaheim Workforce Development Board and Santa Ana Workforce Development Board.

Under the WIOA, funding allocations for each new fiscal year are announced through the State of California Employment Development Department (EDD). Funds are distributed by the EDD to programs throughout the State of California through Subgrant Agreements which allocate federal funds to local entities. Orange County/Orange County Workforce Development

Board serves as the fiscal lead for the OWA, therefore program funds for the local region are added to County of Orange/Orange County Workforce Development Board's subgrant agreement. The RPI funding includes allocations of $30,000 each for the Anaheim and Santa Ana Workforce Development Boards, and additional allocations for Orange County's Workforce Development Board staff, the Regional Organizer, training contractors, labor market analytics and costs to support the regional website and outreach materials. The Regional Organizer is responsible for supporting the regional plan implementation goals and works to enhance partnerships and strengthen regional leadership to align workforce development education and economic development; and is responsible for regional training coordination, logistics and set up.

WIOA Subgrant Agreement number AA311023 initially allocated $3,973,723 for WIOA Youth program services. Modification 1 to AA311023 increased the subgrant agreement by $1,877,045 adding funding for Adult, Dislocated Worker, Rapid Response and Layoff Aversion program funding. Modification 2 to AA311023 increased the subgrant agreement by $7,802,137 for Adult, Dislocated Worker, Layoff Aversion and Rapid Response programs.

OCCR/OCCS is seeking Board approval to accept grant awards and approve WIOA Subgrant Agreement number AA311023 modifications 3 and 4. WIOA Subgrant Agreement number AA311023 modification 3 between the EDD and County of Orange incorporates funding for the Regional Plan Implementation Program Year 2022-23, and operation of the program according to the County of Orange's (County) regional WIOA plan. The WIOA Subgrant Agreement modification 3 includes an increased allocation of funding in the amount of $131,250 for use from January 1, 2023, to June 30, 2024. There was a decrease in the Regional Plan Implementation funds PY 2022-23 as additional funds are allocated for regional activities under another related grant called the Regional Equity and Recovery Partnership grant that will providing fundings from January 1, 2023 to October 31, 2025. Funds will be used for the three local boards staff that support regional activities, pay a portion of the Regional Organizers services, provide economic modeling, and provide training for the three workforce boards and staff of the boards.

WIOA Subgrant Agreement number AA311023 modification 4 between the EDD and County of Orange increases funding for the Dislocated Worker program by $22,471 for use from October 1, 2022 through June 30, 2024.Funds will be used to support the Orange County Workforce Development Board's Dislocated Worker Program. This program assists individuals who have been terminated or laid off, or have received notice of termination or layoff from their employer, with individualized job seeking case management.

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. Approve WIOA Subgrant Agreement No. AA311023 Modification 3 with the State of California, Employment Development Department for an increase of $131,250, effective April 1, 2022 through June 30, 2024, to incorporate the Workforce Innovation and Opportunity Act funding for the Regional Plan Implementation 5.0 Program Year 22-23 for use January 1, 2023 through June 30, 2024.

2. Accept grant award increase from the State of California, Employment Development Department in the amount of $131,250, to incorporate Workforce Innovation and Opportunity Act funding for the Regional Plan Implementation 5.0 Program Year 22-23, for use from January 1, 2023 to June 30, 2024.

3. Approve WIOA Subgrant Agreement No. AA311023 Modification 4 with the State of California, Employment Development Department for an increase of $22,471 for the term of April 1, 2022 through June 30, 2024, to incorporate the reallotment of Workforce Innovation and Opportunity Act funding for the Dislocated Worker program, for use from October 1, 2022 through June 30, 2024.

4. Accept grant award increase from the State of California, Employment Development Department in the amount of $22,471 for the term of April 1, 2022 to June 30, 2024, to incorporate the reallotment of Workforce Innovation and

Opportunity Act funding for the Dislocated Worker Program, for use from October 1, 2022 through June 30, 2024.

5. Authorize the OC Community Resources Director, or designee, to accept non-material modifications to WIOA Subgrant Agreement No. AA311023, sign all ministerial documents required by the State of California, Employment Development Department necessary to accept the WIOA grant awards referenced above and execute the above modifications to WIOA Subgrant Agreement No. AA311023.

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	

DEBRA BAETZ
INTERIM AGENCY DIRECTOR

MINDY WINTERSWYK, PT, DPT, PCS
ASSISTANT AGENCY DIRECTOR

405 W. 5TH STREET, 7TH FLOOR
SANTA ANA, CA 92701
www.ochealthinfo.com

OFFICE OF THE DIRECTOR

DATE: August 15, 2023

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: 2023.08.16 08:46:14 -07'00'

FROM: Debra Baetz, Interim Agency Director
Mindy Winterswyk, PT, DPT, PCS, Assistant Agency Director

SUBJECT: Retroactive Request to Accept Grant Award – California Public Health Workforce Career Ladder Education and Development Program

This memo is being submitted to request that the County Executive Officer place the subject grant award on the August 22, 2023, Board of Supervisors Meeting Agenda.

On June 28, 2023, the California Department of Public Health (CDPH) notified the Orange County Health Care Agency (HCA) of the California Public Health Workforce Career Ladder Education and Development Program award for a total of $485,625. The grant award is for the period July 1, 2022 through June 30, 2026.

On August 7, 2023, CDPH provided HCA the grant agreement to award funds. The agreement was routed per policy for County Counsel review. Based on the receipt of the grant agreement for preparation of internal documents for submission to the Board of Supervisors and available Board dates, HCA is respectfully requesting the approval to accept the California Public Health Workforce Career Ladder Education and Development Program award for a total of $485,625.

If you have any questions about this grant, please contact Regina Chinsio-Kwong, Chief of Public Health Services at (714) 834-2729.

Thank you for your consideration.

Debra Baetz
Interim Agency Director

CEO-Legislative Affairs Office
Grant Authorization eForm

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	August 11, 2023
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	California Public Health Workforce Career Ladder Education and Development Program
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
Application Amount Requested:	$500,000 – 4 Years
Application Due Date:	N/A
Board Date when Board Approved this Application:	January 24, 2023
Awarded Funding Amount:	$485,625 – 4 Years
Notification Date of Funding Award:	June 28, 2023
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:	N/A
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☐ Amount_____ or _____ % No ☒
How will the County Match be Fulfilled? (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.

In December 2022, the California Department of Public Health (CDPH) released the Career Ladder Funding Application in accordance with funding appropriated in the 2022 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder).

On June 28, 2023, funding award was granted to OC Health Care Agency for the applicant's PH-Career Ladder Program for the total amount of $485,625 over the 4-year grant. Grant award will be to support education and training opportunities for incumbent employees within the governmental public health workforce. The purpose of these funds is to support worker upskilling to improve retention of the public health workforce and help incumbent workers develop their skills to meet future public health demands. Minimum reporting requirements include:

- The number of individuals participating in eligible educational pursuits and/or
- Summary of types of credentials and skills attained through the program and/or
- Number of employees hired to provide coverage for employees attaining educational opportunities.

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 accept the California Public Health Workforce Career Ladder Education and Development Program grant award in the total amount of $486,625, and delegate authority to the Health Care Agency Director, or designee, to sign forms needed for this Grant Agreement.

Authorize the Health Care Agency Director, or designee, to execute such future amendments to the Grant Agreement 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.
Regina Chinsio-Kwong, DO, 714 834-2729, rchinsiokwong@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:
Debra Baetz, Interim Agency Director	

CEO-Legislative Affairs Office
Grant Authorization eForm

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

Today's Date:	8/11/23	
Requesting Agency/Department:	Health Care Agency	
Grant Name and Project Title:	California Home Visiting Program State General Fund Expansion (CHVP SGF EXP)	
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: Maternal Child and Adolescent Health Division/Center for Family Health	
Application Amount Requested:	$1,712,424	
Application Due Date:	N/A	
Board Date when Board Approved this Application:	08/09/2022 Grant Report	
Awarded Funding Amount:	$1,712,424	
Notification Date of Funding Award:	8/10/23	
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO) No		
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 2022-2023 $524,428 FY 2022-2023 CHVP Expansion $ 882,433	
Does this grant require CEQA findings?	Yes ☐	No ☒
What Type of Grant is this?	Competitive ☐	Other Type ☒ Explain: Allocation. OC is one of 23 counties that will receive funds from CDPH.
County Match?	Yes ☐ Amount_____ or _____ %	No ☒ N/A
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. HCA will use existing staff positions within the Community and Nursing Services Division to conduct grant related activities.	
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 Public Health received $37.5 million in State General Funds to expand the California Home Visiting Program. CDPH/CHVP will plan to extent this expansion for an additional 5 years. Orange County was selected to receive this award based on the number of Medi-Cal births with three risk indicators (children under age 5 in poverty, preterm births and children under age 5 in foster care) and existing capacity to serve clients through one of CHVP approved evidence-based services models, Nurse Family Partnership®. Program goals include promoting maternal health and well-being, improve infant and child health and development and strengthen family functioning and cultivation of strong communities. Service is provided to pregnant and newly parenting families who have medical and social risk factors such as inadequate income, education less than 12 years, substance abuse and depression and/or mental illness. NFP is staffed by Public Health Nurses within the Community and Nursing Services Division. Research has shown that evidence-based home visiting programs produce positive outcomes that save taxpayer dollars by reducing societal costs associated with intimate partner violence, youth crime, substance abuse and need for governmental assistance[i].

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

Recommended Action/Special Instructions
(Please specify below)

The Health Care Agency (HCA) requests that the Board of Supervisors:

1) Authorize the Health Care Agency Director, or designee, on behalf of the Board of Supervisors to accept the grant funds.
2) Authorize the Health Care Agency Director, or designee, to sign related grant award documents, and any amendments thereof, that do not change the award 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. Regina ChinsioKwong rchinsiokwong@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:

Debra Baetz

[i] *Miller TR. Projected outcomes of Nurse-Family Partnership home visitation during 1996-2013, United States. Prevention Science, 16:6, 755-777, 2015.*

CEO-Legislative Affairs Office
Grant Authorization eForm

☐ **GRANT APPLICATION / ☒ GRANT AWARD**

Today's Date:	August 8, 2023	
Requesting Agency/Department:	Health Care Agency	
Grant Name and Project Title:	Housing Opportunities for Persons with AIDS (HOPWA)	
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	City of Anaheim	
Application Amount Requested:	N/A; funding is awarded based on allocation	
Application Due Date:	N/A; funding is awarded based on allocation	
Board Date when Board Approved this Application:	August 9, 2022 (Continuing Grant Matrix)	
Awarded Funding Amount:	$938,000	
Notification Date of Funding Award:	July 27, 2023	
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:	FY 2021-22 awarded amount: $894,322 FY 2022-23 awarded amount: $921,152 FY 2022-23 supplemental award: $17,877	
Does this grant require CEQA findings?	Yes ☐	No ☒
What Type of Grant is this?	Competitive ☐	Other Type ☒ Explain: Allocation award
County Match?	Yes ☐ Amount_____ or _____ %	No ☒
How will the County Match be Fulfilled? (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.	
HOPWA funds are allocated to housing and support services for low- income individuals living with HIV to prevent homelessness. Services include short-term supportive housing; emergency payments for rent, mortgage, and utilities; emergency payments for rent or utility deposits; housing placement assistance; and group education on practical living skills. The Agreement contains an indemnification provision that differs from the County standard indemnification provision, requiring the County to indemnify the City of Anaheim against claims and liabilities that relate and/or result from County's performance of its obligations under the agreement. CEO/Risk Management has reviewed and approved the non-standard indemnification provision.		
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. Approve the Agreement between County of Orange and City of Anaheim for the term July 1, 2023 through June 30, 2024 in the amount of $938,000 to provide housing and supportive services for persons living with HIV .

2. HCA requests the Chairman of the Board and Clerk of the Board of Supervisors to provide a wet signature of page 10 of the Agreement.

3. Authorize the Health Care Agency Director, or designee, to execute such future amendments to this Agreement and any other necessary forms needed for this grant referenced above that do not change the award 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. Regina Chinsio-Kwong rchinsiokwong@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:
Debra Baetz dbaetz@ochca.com	

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COOPERATIVE AGREEMENT BETWEEN COUNTY OF ORANGE AND CITY OF ANAHEIM

This Cooperative Agreement ("Agreement") is hereby entered into for the term of July 1, 2023 through June 30, 2024, by and between the CITY OF ANAHEIM, a charter city and municipal corporation organized under the Constitution and laws of the State of California ("City"), and the COUNTY OF ORANGE ("County").

RECITALS:

A. City, who on behalf of all jurisdictions in Orange County, has been designated to receive supplemental grant funding provided by the U.S. Department of Housing and Urban Development (HUD) pursuant to the Housing Opportunities for Persons with AIDS (HOPWA) Program (the "HOPWA" Program).

B. County has provided leadership and is responsible for planning, providing and contracting for comprehensive HIV services and has prepared, in conjunction with the HIV Planning Council, Orange County's HIV Plan for providing such services.

C. City wishes to contract with County in order to obtain supportive housing services by contract for persons with HIV disease, which services shall be administered and monitored by County. The supplemental funds provided under the CARES Act are to be used by HOPWA grantees as additional funding to maintain operations and for rental assistance, supportive services, and other necessary actions, in order to prevent, prepare for, and respond to coronavirus.

D. County is agreeable to rendering such services on the terms and conditions hereinafter set forth;

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

I. COUNTY SERVICES

A. County shall serve as "HOPWA Project Sponsor" for the purpose of contracting with organizations to provide supportive housing services, to persons with HIV/AIDS residing in Orange County.

B. Nothing in this Agreement shall prevent City from entering into one or more agreements with other political subdivisions within the County, if deemed necessary and advisable to do so by City; provided however, the obligations and rights covered by this Agreement shall not be altered or reduced, except as mutually agreed to in writing by City and County.

C. County shall utilize competitive bidding and contracting procedures for supportive housing services as required in HOPWA program regulations. As HOPWA Project

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Sponsor, County's responsibilities and payments cover appropriate monitoring and administration of contracts resulting from competitive bid.

D. County shall ensure that each agency subcontractor receiving funds through this Agreement operates in accordance with the requirements of the applicable HUD regulations for the HOPWA Program and other federal, state and local regulations as appropriate.

E. County shall conduct an ongoing assessment of the supportive housing services required by the participants in the program.

F. County shall assure the adequate provision of supportive services to the participants in the program.

G. County shall comply with such other terms and conditions, including record keeping and reports for program monitoring and evaluation purposes, as HUD may establish for purposes of carrying out the program in an effective and efficient manner. Quarterly and Annual progress reports will be submitted by County within forty-five (45) days after the quarter/year ends in a form consistent with the HOPWA Program's "Consolidated Annual Performance and Evaluation Report (CAPER) Measuring Performance Outcomes" attached hereto as Exhibit A or any other form that HUD may require. The report shall include copies of all Requests For Proposals (RFPs) released by County pursuant to this Agreement, copies of contracts between County and service providers, as well as a summary of program budgets and financial disbursements made under the terms of this Agreement.

H. "Contract Officers" means the County's Health Care Agency Contract Development Division and the City's Housing Program's Manager.

I. County shall ensure that any County Subgrantee/Subcontractor receiving funds through this Agreement is informed that it must abide by the same terms and conditions and responsibilities as set forth in this Agreement for the County to follow.

II. BUDGET

A. The following budget is an estimate only, of the costs of providing the services hereunder. This budget may be modified by mutual written agreement of the Contract Officers. The maximum obligation hereunder is $938,000.00.

Supportive Housing Services	$872,340.00
Administration* (see B. below)	$65,660.00
	$938,000.00

The Administration costs shall be seven percent (7%) of the *actual e*xpended grant funds.

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B. All services and expenditures will be performed by June 30, 2024 and invoiced by August 15, 2024. Any remaining funds under this Agreement will be de-obligated upon termination of this Agreement.

III. PAYMENTS/COST REPORT

A. City shall pay County for the actual costs of providing the services hereunder, whether provided directly by County or its subcontractors, provided, however, the total of all payments to County shall not exceed the Maximum Obligation as specified hereinabove.

B. County shall invoice City monthly, in arrears, based on the actual cost of providing and contracting for the services hereunder. County shall submit each invoice within forty-five (45) days after the end of each month. City shall pay County no later than thirty (30)days following receipt of such invoice and complete documentation of services performed, cost and number of persons served. Final invoice must be submitted by August 15, 2024.

C. All invoices submitted by County shall be accompanied by source documentation including, but not limited to, journals, time sheets, canceled checks, invoices and records of services provided.

D. At such times and in such a format as the Contract Officers mutually agree in writing, County shall prepare and submit to City report(s) of administrative costs incurred by Countyin the performance of this Agreement.

E. The Cost Report(s) shall be financial and statistical report(s) submitted by County to City, and shall serve as the basis for Final Settlement of this Agreement. The Cost Report (s) shall detail all costs incurred by County to provide services hereunder.

F. Final Settlement shall be based upon the actual costs incurred by County to provide services hereunder. If the Cost Report(s) indicates the total of City's payments to County areless than County's cost to provide the services hereunder, City shall pay County the difference; provided, however, the total payment shall not exceed the Maximum Obligation.Payment due pursuant to the Cost Report(s) shall be made within thirty (30) days of the FinalSettlement determination.

IV. DISPUTE RESOLUTION

A. Either party may give written notice to the other, setting forth in specific terms the existence and nature of any unresolved matter or concern related to the purposes and obligations of this Agreement. Such notice shall be provided by and to the Contract Officerson behalf of the parties. The Officers shall have fifteen (15) working days following such notice to obtain resolution of any issue(s) identified in this manner, provided, however, by mutual consent this period of time may be extended to thirty (30) days.

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B. If the Officers are unable to obtain resolution of the issue(s), they shall submit a joint written Statement describing the facts of the issue, within thirty (30) days after the written notice described above to the Orange County Health Care Agency (HCA) Director and to the Executive Director of the Community and Economic Development Department or designee for resolution. If the Officers are unable to prepare a joint statement, each shall submit separate statements to the HCA Director and Executive Director of City's Community and Economic Development Department within the thirty (30) day period. Such persons shall meet and make their best effortto resolve the matter within thirty (30) days following submission of the statements.

Resolution of the dispute or lack thereof, by the HCA Director and Executive Director or designee shall be documented in the form of written correspondence exchanged by suchpersons within ten (10) days following their meeting.

V. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other party, its officers, agents and employees from an against those claims, arising out of the negligent act, error or omission of the other party, its officers, directors, employees in the performance of the party's services and/or activities under this Agreement.

VI. INSPECTIONS AND AUDITS

A. Any authorized representative of City, any authorized representative of the State of California, the United States Department of Health and Human Services, the United States Department of Housing and Urban Development or any of their authorized representatives, shall have access to County books, documents, and records, which such persons deem pertinent to the Agreement, for the purpose of conducting an audit, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records/Confidentiality paragraph of this Agreement and the premises in which they areprovided.

B. County shall actively participate and cooperate with any person specified in subparagraph A. above in any evaluation or monitoring of the services provided pursuant tothis Agreement, and shall provide the above mentioned persons adequate office space to conduct such evaluation or monitoring.

VII. LICENSES AND LAW

A. County, its officers, agents, employees, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States Department of Health and Human Services, State of California, County and any other applicable governmental agencies.

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B. County shall comply with all laws, rules or regulations applicable to the services provided hereunder, as any may now exist or be hereafter changed. These laws, rules, and regulations shall include, but not be limited to the following:

1. United States Code (U.S.C.A.), Title 42, Section 12901-12912, AIDS Housing Opportunity Act.

2. Code of Federal Regulations (CFR), Title 24, Part 574, Housing Opportunities for Persons with AIDS.

3. 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

VIII. NONDISCRIMINATION

A. County warrants that it has developed and does maintain an Affirmative Action program for employment which includes goals and timetables for employment of women and minorities, which program meets the Affirmative Action Guidelines of the United States Equal Opportunity Commission and all appropriate state and federal laws and regulations.

B. Neither County, nor any of its contractors, shall discriminate in the provision or services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, creed, color, sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C.A. §2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

C. County and its contractors shall agree to comply with the provisions of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42U.S.C.A. 12101 et seq.), pertaining to the prohibition of discrimination against qualified disabled persons in all programs or activities, as they exist now or may be hereafter amended together with succeeding legislation.

D. Neither County, nor its employees, agents, or contractors shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by Federal or State laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by Federal or State law.

IX. NOTICES

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class

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or certified mail, postage prepaid, or sent by facsimile or other telegraphic communication in the manner provided in this Section, to the following persons:

If to CITY:	City Clerk City of Anaheim 200 S. Anaheim Boulevard, 2nd Floor Anaheim, California 92805 FAX No. (714) 765-4105
With copies to:	Director Housing and Community Development Department City of Anaheim 201 S. Anaheim Boulevard, 10th Floor Anaheim, California 92805 FAX No. (714) 765-4630
	City Attorney City of Anaheim 200 S. Anaheim Boulevard, 3rd Floor Anaheim, California 92805 FAX No. (714) 765-5123
If to COUNTY:	County of Orange Health Care Agency 405 West 5th Street, 6th Floor Santa Ana, CA 92701

A party may change its address by giving notice in writing to the other party. Thereafter, any notice, tender, demand, delivery, or other communication shall be addressed and transmitted to the new address. If sent by mail, any notice, tender, demand, delivery, or other communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by facsimile, any notice, tender, demand, delivery, or other communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

X. RECORDS/CONFIDENTIALITY

A. The parties, and any subcontractors, shall prepare and maintain any records required by laws, regulations and procedures applicable to their responsibilities under this Agreement.

B. The parties agree to maintain the confidentiality of any records which pertain to this Agreement in accordance with applicable state and federal laws and regulations. Financial

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records related to this Agreement shall be maintained for two (2) years after termination of this Agreement.

C. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement.

XI. JURISDICTION/VENUE

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed and construed in accordance with the laws of the State of California. This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

XII. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any Federal, State, or County statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

XIII. INDEPENDENT CONTRACTOR

County is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. County is entirely responsible for compensating staff and consultants employed by County. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between County and City or any of County's employees, agents, or subcontractors, or principal and agent, between County and City or any of County's employees,. County assumes exclusively the responsibility for the acts of its employees, agents or subcontractors as they relate to the services to be provided during the course and scope of their employment. County, its agents, employees, or subcontractors, shall not be entitled to any rights or privileges of City employees and shall not be considered in any manner to be City employees.

XIV. TERM

The term of this Agreement shall commence and terminate as specified herein, unless otherwise sooner terminated as provided in this Agreement; provided, however, County shall be obligated to

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perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

XV. TERMINATION

A. Either party may terminate this Agreement, without cause, upon ninety (90) days written notice given the other party.

B. Either party may terminate this Agreement, upon thirty (30) days written notice given the other party for material breach after failure to resolve the breach pursuant to the Dispute Resolution paragraph of this Agreement.

C. The rights and remedies of County or City provided in this Termination paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

XVI. THIRD PARTY BENEFICIARY

Neither party hereto intends that this Agreement shall create rights hereunder in third parties including but not limited to any subcontractors or any patients provided services hereunder.

XVII. WAIVER OF DEFAULT OR BREACH

Waiver of any default by County or City shall not be considered a waiver of any subsequent default. Waiver of any breach of County or City of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver of any default or any breach by County or City shall not be considered a modification of the terms of this Agreement.

XVIII. MISCELLANEOUS PROVISIONS

A. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

B. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

(Remainder of page intentionally left bank; signatures on next page)

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IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE RESPECTIVE DATES SET FORTH BELOW.

"ANAHEIM"

CITY OF ANAHEIM,
a municipal corporation and charter city

Dated: _____, 2023

By:_____
Grace Ruiz-Stepter
Director, Housing and Community Development Department

ATTEST:

THERESA BASS, CITY CLERK

By: _____
City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By: _____
Ryan O. Hodge
Deputy City Attorney RH 7/25/23

[Signatures continued on next succeeding page.]

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"COUNTY OF ORANGE"

By: _____
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

By: _____
Robin Stieler
Clerk of the Board of Supervisors
of Orange County, California

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA

By: DocuSigned by: Massoud Shamel 79055CA571A94F8... _____
Massoud Shamel
Massoud Shamel, Deputy County Counsel

149353

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EXHIBIT "A"

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) MEASURING PERFORMANCE OUTCOMES

(Behind this sheet)

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Housing Opportunities for Persons With AIDS (HOPWA) Program

Revised: 11/14/2022

Consolidated APR/CAPER – HOPWA Provider

OMB Number 2506-0133 (Expiration Date: 12/31/2024)

Overview

The public reporting burden for this collection of information is estimated to average 40.0 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Performance Reports for HOPWA formula grantees and competitive grantees provide HUD with annual information to support program evaluation and measure program beneficiary outcomes related to maintaining housing stability; preventing homelessness; and improving access to care and support. This collection of information consolidates the information in the APR and CAPER reports and clarifies reporting requirements, which will allow HUD's Office of HIV/AIDS Housing to better respond to data calls from Congress and make better program decisions based on more relevant grantee annual data. Reporting is required for all HOPWA grantees pursuant to 42 U.S.C. § 12911; 24 CFR §§ 574.520(a) and (b); 24 CFR § 91.520(f). The information collected regarding grantees, their respective project sponsors, and the identities of HOPWA program participants will remain confidential pursuant to 42 U.S.C. § 12905(e) and 24 § CFR 574.440.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Colette Pollard, Reports Management Officer, Department of Housing and Urban Development, 451 7th Street SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Control No. 2506-0133. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB Control Number.

HOPWA formula grantees are required to submit a Performance Report demonstrating coordination with other Consolidated Plan resources. HUD uses the Performance Report data to obtain essential information on grant activities, project sponsors, housing sites, units and households, and beneficiaries (which includes racial and ethnic data on program participants). The Consolidated Plan Management Process tool (CPMP) provides an optional tool to integrate the reporting of HOPWA specific activities with other planning and reporting on Consolidated Plan activities.

In addition, grantees must comply with the Federal Funding Accountability and Transparency Act 2006 (Public Law 109-282), which requires grant recipients to provide general information for all entities (including

HOPWA competitive grantees are required to submit a Performance Report for each operating year in which HOPWA grant funds were expended. Information on each competitive grant is to be reported in a separate Performance Report. Grantees approved for "Other Activities," as detailed in their grant agreement, are requested to report on their unique program accomplishments.

In addition, grantees must comply with the Federal Funding Accountability and Transparency Act 2006 (Public Law 109-282), which requires grant recipients to provide general information for all entities (including

Continued-use Periods. Grantees that used HOPWA funding for new construction, acquisition, or substantial rehabilitation of a building or structure are required to operate the building or structure for HOPWA-eligible beneficiaries for a ten (10) years period. If no further HOPWA funds are used to support the facility, in place of completing the "CAP DEV" tab in the Performance Report Worksheet, the grantee must complete an Annual Report of Continued Project Operation throughout the required use periods. This report is found on the "STEWARD" tab of this workbook. The required use period is three (3) years if the rehabilitation is non-

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Record Keeping. Names and other individual information must be kept confidential, as required by 24 CFR 574.440. However, HUD reserves the right to review the information used to complete this report for grants management oversight purposes, except for recording any names and other identifying information. In the case that HUD must review client-level data, no client names or identifying information will be retained or recorded. Information is reported in aggregate to HUD without personal identification. Do not submit client or personal information in data systems to HUD.

HMIS. In connection with the development of the Department's standards for Homeless Management Information Systems (HMIS), universal data elements are being collected for clients of HOPWA-funded homeless assistance projects. These project sponsor records would include: Name, Social Security Number, Date of Birth, Ethnicity and Race, Gender, Veteran Status, Disabling Conditions, Residence Prior to Program Entry, Zip Code of Last Permanent Address, Housing Status, Program Entry Date, Program Exit Date, Personal Identification Number, and Household Identification Number. These are intended to match the elements under HMIS. The HOPWA program-level data elements include: Income and Sources, Non-Cash Benefits, HIV/AIDS Status, Services Provided, Housing Status or Destination at the end of the operating year, Physical Disability, Developmental Disability, Chronic Health Condition, Mental Health, Substance Abuse, Domestic Violence, Medical Assistance, and T-cell Count. Other HOPWA projects sponsors may also benefit from collecting these data elements. HMIS local data systems must maintain client confidentiality by using a closed system in which medical information and HIV status are only shared with providers that have a direct involvement in the client's case management, treatment and care, in line with the signed release of information from the client.

Formula Operating Year. HOPWA formula grants are annually awarded for a three-year period of performance with three operating years. The information contained in this Performance Report must represent a one-year period of HOPWA program operation that coincides with the grantee's program year; this is the operating year. More than one HOPWA formula grant awarded to the same grantee may be used during an operating year and the Performance Report must capture all formula grant funding used during the operating year. Project sponsor accomplishment information must also coincide with the operating year this Performance Report covers. Any change to the period of performance requires the approval of HUD by amendment, such as an extension for an

Competitive Operating Year. HOPWA competitive grants are awarded for a three-year period of performance with Performance Reports submitted for each of the three operating years. The information contained in this Performance Report should reflect the grantee's operating year with the beginning date determined at the time the grant agreement is signed. Project sponsor accomplishment information must coincide with the operating year this Performance Report covers. Any change to the period of performance requires the approval of HUD by amendment, such as an extension for one additional operating year. A PSH renewal/replacement grant start date would be coordinated with the close out of the existing grant.

Grantees with an approved extension period of less than 6-months must submit the Performance Report for the third year of the grant term at the end of the approved extension period and incorporate data from the additional months. Grantees with an approved extension period of 6-months or more must turn in a Performance Report at the end of the operating year and submit a separate extension Performance Report at

Filing Requirements. Within 90 days of the completion of each operating year, grantees must submit their completed Performance Report to the CPD Director in the grantee's State or Local HUD Field Office, and to the HOPWA Program Office: at HOPWAReports@hud.gov. Electronic submission to HOPWA Program office is preferred. If electronic submission is not possible, please send an email to the HOPWA@hud.gov email inbox.

Definitions

Achieved Viral Suppression: When the load or volume of HIV virus present in a person's blood is measured at less than 200 copies per milliliter of blood.

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Adjustment for Duplication: Enables the calculation of unduplicated output totals by accounting for the total number of households or units that received more than one type of HOPWA assistance in a given service category such as HOPWA Subsidy Assistance or Supportive Services.
Administrative Costs: Costs for general management, oversight, coordination, evaluation, and reporting. By statute, grantee administrative costs are limited to 3% of the total grant award, to be expended over the life of the grant. Project sponsor administrative costs are limited to 7% of the portion of the grant amount they
Anti-Retroviral Therapy: The combination of drugs used to treat HIV.
Area Median Income: The Department of Housing and Urban Development (HUD) sets income limits that determine eligibility for assisted housing programs including the HOPWA program. HUD develops income limits based on Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county. AMI values vary by location and are published at: https://www.huduser.gov/portal/datasets/il.html
Beneficiary(ies): All members of a household (with or without HIV) who benefitted from HOPWA assistance during the operating year, NOT including the HOPWA eligible individual (see definition).
Chronically Homeless Person: An individual or family who is homeless and lives or resides as an individual or family who a) lives or resides in a place not meant for human habitation, a safe haven, or in an emergency shelter; b) has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last three years; and c) has an adult head of household (or a minor head of household if no adult is present in the household) with a diagnosable substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002), post-traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability, including the co-occurrence of two or more of those conditions. Additionally, the statutory definition includes as chronically homeless a person who currently lives or resides in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital or other similar facility, and has resided there for fewer than 90 days if such person met the other criteria for homeless prior to entering that facility. (See 42 U.S.C. 11360(2)) This does not include doubled-up or overcrowding situations.
Disabling Condition: Evidencing a diagnosable substance use disorder, serious mental illness, developmental disability, chronic physical illness, or disability, including the co-occurrence of two or more of these conditions. In addition, a disabling condition may limit an individual's ability to work or perform one or more activities of daily living. An HIV/AIDS diagnosis is considered a disabling condition.
Facility-Based Housing Assistance: All eligible HOPWA Housing expenditures for or associated with supporting facilities including community residences, SRO dwellings, short-term facilities, project-based rental units, master leased units, and other housing facilities approved by HUD.
Faith-Based Organization: Religious organizations of three types: (1) congregations; (2) national networks, which include national denominations, their social service arms (for example, Catholic Charities, Lutheran Social Services), and networks of related organizations (such as YMCA and YWCA); and (3) freestanding religious organizations, which are incorporated separately from congregations and national networks.
Grassroots Organization: An organization headquartered in the local community where it provides services; has a social services budget of $300,000 or less annually, and six or fewer full-time equivalent employees. Local affiliates of national organizations are not considered "grassroots."
HOPWA Eligible Individual: The one (1) low-income person with HIV/AIDS who qualifies a household for HOPWA assistance. This person may be considered "Head of Household." When the Performance Report asks for information on eligible individuals, report on this individual person only. Where there is more than one person with HIV/AIDS in the household, the additional PWH/A(s), would be considered a beneficiary(s).

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HOPWA Housing Information Services: Services dedicated to helping persons living with HIV/AIDS and their families to identify, locate, and acquire housing. This may also include fair housing counseling for eligible persons who may encounter discrimination based on race, color, religion, sex, age, national origin, familial status, or handicap/disability.
HOPWA Housing Subsidy Assistance Total: The unduplicated number of households receiving housing subsidies (TBRA, STRMU, Permanent Housing Placement services and Master Leasing) and/or residing in units of facilities dedicated to persons living with HIV/AIDS and their families and supported with HOPWA funds during the operating year.
Household: A single individual or a family composed of two or more persons for which household incomes are used to determine eligibility and for calculation of the resident rent payment. The term is used for collecting data on changes in income, changes in access to services, receipt of housing information services, and outcomes on achieving housing stability. Live-In Aides (see definition for Live-In Aide) and non-beneficiaries (e.g., a shared housing arrangement with a roommate) who resided in the unit are not reported in the Performance Report.
Housing Stability: The degree to which the HOPWA project assisted beneficiaries to remain in stable housing during the operating year.
Improved HIV Viral Load: A reduction in the load or volume of HIV present in the HOPWA eligible individual's blood at the end of the reporting period compared to the beginning of the reporting period. Most PLWHA who are engaged in medical care have routine laboratory tests. The HOPWA eligible individual's latest laboratory report can be used to determine viral load.
In-kind Leveraged Resources: These are additional types of support provided to assist HOPWA beneficiaries such as volunteer services, materials, use of equipment and building space. The actual value of the support can be the contribution of professional services, based on customary rates for this specialized support, or actual costs contributed from other leveraged resources. In determining a rate for the contribution of volunteer time and services, use the criteria described in 2 CFR 200. The value of any donated material, equipment, building, or lease should be based on the fair market value at time of donation. Related documentation can be from recent bills of sales, advertised prices, appraisals, or other information for comparable property similarly situated.
Leveraged Funds: The amount of funds expended during the operating year from non-HOPWA federal, state, local, and private sources by grantees or sponsors in dedicating assistance to this client population. Leveraged funds or other assistance are used directly in or in support of HOPWA program delivery.
Live-In Aide: A person who resides with the HOPWA Eligible Individual and who meets the following criteria: (1) is essential to the care and well-being of the person; (2) is not obligated for the support of the person; and (3) would not be living in the unit except to provide the necessary supportive services. See Code of Federal Regulations Title 24 Part 5.403 and the HOPWA Grantee Oversight Resource Guide for additional reference.
Master Leasing: Applies to a nonprofit or public agency that leases units of housing (scattered-sites or entire buildings) from a landlord and subleases the units to homeless or low-income tenants. By assuming the tenancy burden, the agency facilitates housing of clients who may not be able to maintain a lease on their own due to poor credit, evictions, or lack of sufficient income.
Medically Assisted Living Facilities: HOPWA facility-based housing that assists residents with most or all activities of daily living, such as meals, bathing, dressing, and toileting. Regular medical care, supervision, and rehabilitation are also often available.
Nonbinary: A gender other than singularly female or male.
Operating Costs: Applies to facility-based housing only, for facilities that are currently open. Operating costs can include day-to-day housing function and operation costs like utilities, maintenance, equipment, insurance, security, furnishings, supplies and salary for staff costs directly related to the housing project but not staff costs for delivering services.

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Outcome: The degree to which the HOPWA assisted household has been enabled to establish or maintain a stable living environment in housing that is safe, decent, and sanitary, (per the regulations at 24 CFR 574.310(b)) and to reduce the risks of homelessness and improve access to HIV treatment and other health care and
Output: The number of units of housing or households that receive HOPWA assistance during the operating
Permanent Housing Placement: A supportive housing service that helps establish the household in the housing unit, including but not limited to reasonable costs for security deposits not to exceed two months of rent costs.
Program Income: Gross income directly generated from the use of HOPWA funds, including repayments. See grant administration requirements on program income at 2 CFR 200.307.
Project-Based Rental Assistance (PBRA): A rental subsidy program that is tied to specific facilities or units owned or controlled by a project sponsor. Assistance is tied directly to the properties and is not portable or
Project Sponsor Organizations: Per HOPWA regulations at 24 CFR 574.3, any nonprofit organization or governmental housing agency that receives funds under a contract with the grantee to provide eligible housing and other support services or administrative services as defined in 24 CFR 574.300. Project Sponsor organizations are required to provide performance data on households served and funds expended.
SAM: All organizations applying for a Federal award must have a valid registration active at sam.gov. SAM (System for Award Management) registration includes maintaining current information and providing a valid
Short-Term Rent, Mortgage, and Utility (STRMU) Assistance: A time-limited, housing subsidy assistance designed to prevent homelessness and increase housing stability. Grantees may provide assistance for up to 21 weeks in any 52-week period. The amount of assistance varies per client depending on funds available, tenant need and program guidelines.
Stewardship Units: Units developed with HOPWA, where HOPWA funds were used for acquisition, new construction and rehabilitation that no longer receive operating subsidies from HOPWA. Report information for the units is subject to the three-year use agreement if rehabilitation is non-substantial and to the ten-year use agreement if rehabilitation is substantial.
Tenant-Based Rental Assistance (TBRA): TBRA is a rental subsidy program similar to the Housing Choice Voucher program that grantees can provide to help low-income households access affordable housing. The TBRA voucher is not tied to a specific unit, so tenants may move to a different unit without losing their assistance, subject to individual program rules. The subsidy amount is determined in part based on household income and rental costs associated with the tenant's lease.
Transgender: Transgender is defined as a person who identifies with, or presents as, a gender that is different from his/her gender assigned at birth
VAWA Internal Emergency Transfers: Per 24 CFR 5.2005e, an emergency transfer under the VAWA protections refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.
VAWA External Emergency Transfers: Per 24 CFR 5.2005e, an emergency transfer under the VAWA protections refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is, the tenant must undergo an application process in order to reside in the new unit.
Veteran: A veteran is someone who has served on active duty in the Armed Forces of the United States. This does not include inactive military reserves or the National Guard unless the person was called up to active duty.

CEO-Legislative Affairs Office
Grant Authorization eForm

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	August 11, 2023
Requesting Agency/Department:	Sheriff-Coroner Department
Grant Name and Project Title:	2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	U.S. Department of Justice, Office of Justice Programs
Application Amount Requested:	$500,787
Application Due Date:	August 31, 2023
Board Date when Board Approved this Application:	Pending
Awarded Funding Amount:	TBD
Notification Date of Funding Award:	TBD
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:	

Grant Year	Amount
2014	$434,569
2015	$365,772
2016	$377,708
2017	$376,349
2018	$410,195
2019	$401,800
2020	$365,643
2021	$427,301
2022	$464,954

Does this grant require CEQA findings?	Yes ☐	No ☒
What Type of Grant is this?	Competitive ☐	Other Type ☒ Explain: Formula Program
County Match?	Yes ☐ Amount_____ or _____ %	No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	Not Applicable	
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 Edward Byrne Memorial Justice Assistance Grant (JAG) program is the primary source of federal justice funding for state and local government jurisdictions. This program furthers the U.S. Department of Justice's (DOJ) Bureau of Justice Assistance (BJA) mission by providing leadership and services in grant administration and criminal justice policy development to support state, local, and tribal justice strategies to achieve safer communities.

The FY 2023 JAG program provides funding to state and local governments to support a range of program areas that will help improve the functioning of the criminal justice system with an emphasis on violent crime and severe offenses. Eligible local jurisdictions will use the allocated funds to support projects related to criminal justice priorities and to further law enforcement initiatives, including hiring additional personnel, purchasing equipment, allowable supplies, contractual support, training, technical assistance, and information systems for criminal justice.

The Sheriff-Coroner Department will serve as the County fiscal agent and submit a single application representing the interests of all eligible jurisdictions receiving JAG allocations. The Sheriff's grant management personnel will provide oversight for the grant, the subrecipients, the submission of the application, and related documentation. The Grant Unit will also submit quarterly financial, programmatic, and annual progress reports required for the life of this grant and annual compliance monitoring reviews.

As the fiscal agent, the Sheriff will submit a single application representing the interests of the units of local governments that are eligible to receive funding allocations. This application includes Orange County (Sheriff), Anaheim, Buena Park, Costa Mesa, Fullerton, Garden Grove, Huntington Beach, La Habra, Irvine, Newport Beach, Orange, Placentia, Santa Ana, Tustin, and Westminster.

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)

Authorize the Sheriff-Coroner or designee to submit, on behalf of the County of Orange, the 2023 Edward Memorial Justice Assistant Grant (JAG) Program application and affiliated attachments to the Bureau of Justice Assistance Programs, Department of Justice.

If funding is awarded, the Sheriff will return to the Board of Supervisors to accept the grant funding.

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

Karla Lazaridis, Senior Fiscal Manager
Klazaridis@ocsheriff.gov
(714) 834-6675

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:

Miriam Torrez, Grant Specialist
MTorrez@ocsheriff.gov
(714) 834-4347

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

Today's Date:	August 15, 2023
Requesting Agency/Department:	Sheriff-Coroner Department
Grant Name and Project Title:	Operation Stonegarden Grant Program FY 2022 Funds (Catalog of Federal Domestic Assistance [CFDA] number 97.067)
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	County of San Diego through California Governor's Office of Emergency Services (CalOES) through U.S. Department of Homeland Security
Application Amount Requested:	$842,000
Application Due Date:	September 19, 2022
Board Date when Board Approved this Application:	October 18, 2022
Awarded Funding Amount:	$842,000
Notification Date of Funding Award:	August 8, 2023
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:	

Grant Year	Amount
2010	$828,799
2011	$540,665
2012	$283,567
2013	$200,000
2014	$200,000
2015	$250,086
2016	$150,000
2017	$170,000
2018	$245,284
2019	$353,597
2020	$283,000
2021	$314,700
2022	$842,000

Does this grant require CEQA findings?	Yes ☐	No ☒
What Type of Grant is this?	Competitive ☐	Other Type ☒ Explain: Offered by federal government to previous recipients
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?	N/A	
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.	

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The U.S. Department of Homeland Security provides funding through the Homeland Security Grant Program/Operation Stonegarden (OPSG) to border states to enhance the capabilities of law enforcement agencies to secure our borders. The grant funding is intended to enhance cooperation and coordination between Federal, State and local law enforcement agencies in a joint mission to secure the United States' borders along routes of ingress from international borders, including travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. OSPG grant funding supports these states in the following areas:

- Increasing capability to prevent, protect against, and respond to border security issues
- Encouraging local operational objectives and capabilities to enhance National and State Homeland Security Strategies
- Increasing coordination and collaboration among Federal, State, local and tribal law enforcement agencies
- Continuing the distinct capability enhancements required for border security and border protection
- Providing intelligence-based operations through Customs and Border Protection/Border Patrol (CBP/BP) Sector Level experts to ensure safety and operational oversight of Federal, State, local and tribal law enforcement agencies participating in OPSG operational activities
- Continuing to increase operational, material and technological readiness of State, local and tribal law enforcement agencies

The California Governor's Office of Emergency Services (CalOES) is the State Administrative Agency for California and, therefore, is the eligible applicant for OPSG funding on behalf of County-level recipients. Since 2009, the Orange County Sheriff-Coroner Department has received OPSG funding as a sub-recipient of funds passed through the County of San Diego. Other sub-recipients of OPSG grant funding passed through the County of San Diego include the San Diego County Sheriff's Department, San Diego County Probation, several city police departments in San Diego County, the San Diego Unified Port District, the University of California San Diego, the Counties of Los Angeles, Monterey, San Luis Obispo, San Mateo, Santa Barbara, Santa Cruz and Ventura, and the California Highway Patrol and other state agencies. The grants funds are intended to be used to close a gap in human trafficking, drug smuggling, drug cartel and gang activity, and threat interdiction identified by Customs and Border Protection/Border Patrol (CBP/BP) and the San Diego County Sheriff's Department. As the San Diego Sheriff's County Department has increased its prevention and interdiction activities, criminal activity is perceived to be circumventing San Diego law enforcement by establishing alternative maritime or land-based routes, which potentially impact the County of Orange.

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

Recommended Action/Special Instructions
(Please specify below)

1. Authorize the Sheriff-Coroner to execute the Agreement for the term of July 18, 2023, through February 28, 2025, and related documents for the FY 2022 Operation Stonegarden grant, including FY 2022 Grant Assurances, with the County of San Diego and other participating public entities.

2. Authorize the Sheriff-Coroner's acceptance of $842,000 in FY 2022 Operation Stonegarden grant funds, Catalog of Federal Domestic Assistance #97.067, as a sub-recipient of the grant award to the County of San Diego by the U.S. Department of Homeland Security through the California Office of Emergency Services and agree that the grant funds shall not be used to supplant expenditures controlled by the Board of Supervisors.

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

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

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:
Lt. Gary Lewellyn Sgt. Charles A. Johnson	

CEO-Legislative Affairs Office
Grant Authorization eForm

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

Today's Date:	August 15, 2023	
Requesting Agency/Department:	Sheriff-Coroner Department	
Grant Name and Project Title:	BJA FY 2023 Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program – Orange County Intelligence Assessment Center Project	
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	U.S. Department of Justice, Bureau of Justice Assistance.	
Application Amount Requested:	$3,470,000	
Application Due Date:	March 27, 2023	
Board Date when Board Approved this Application:	N/A	
Awarded Funding Amount:	$3,470,000	
Notification Date of Funding Award:	August 10, 2023	
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:	Not Applicable	
Does this grant require CEQA findings?	Yes ☐	No ☒
What Type of Grant is this?	Competitive ☐	Other Type ☒ Explain: Invitation to apply basis.
County Match?	Yes ☐ Amount_____ or _____	No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A	
Will the grant/program create new part or full-time positions?	No.	
Purpose of Grant Funds:	Provide a summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.	

The Bureau of Justice Assistance (BJA) is authorized to distribute funds to support projects designated for funding in the Consolidated Appropriations Act, 2023 (Public Law 117-328) to improve the functioning of the criminal justice system.

On April 4, 2022, the Sheriff-Coroner wrote a letter to the Chairman, expressing his support for the County of Orange's community project funding request to equip and supply the new building that would house the Orange County Intelligence Assessment Center (OCIAC).

On March 27, 2023, the Orange County Sheriff's Department proposed implementing the OCIAC Fusion Center building project. This project aims to develop a multi-disciplinary team to receive, analyze, gather, and share threat-related information between the federal government and state, local, tribal, and private sector stakeholders. The goal is to coordinate with multi-agency law enforcement operations to identify and target transnational crime and other threats to our region to protect residents, visitors, and critical infrastructure, while recognizing all people's civil

rights and liberties.

On August 10, 2023, the County of Orange was awarded $3,470,000 for the OCIAC Project. This grant funding is to purchase the equipment necessary for the ongoing project at the new OCIAC site. The equipment purchases include digital workstations, video walls, video boards, and emergency backup generators. This funding will help the County protect the region and advance public safety.

The grant period is a three-year cycle; the performance period began on December 29, 2022, and ends September 30, 2025.

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)

Authorize the Sheriff-Coroner, or designee to sign all necessary documents required to accept the grant award from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.

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

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

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:

Alberto Martinez, Senior Criminal Justice Manager
AlbeMart@ociac.ca.gov
(714) 289-3978

CEO-Legislative Affairs Office
Grant Authorization eForm

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

Today's Date:	August 11, 2023
Requesting Agency/Department:	Sheriff-Coroner Department
Grant Name and Project Title:	2022 Urban Areas Security Initiative (UASI)
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	U.S. Department of Homeland Security
Application Amount Requested:	$0.00
Application Due Date:	November 17, 2023
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Award:	August 9, 2023
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:	

Grant Year	Amount
2016	$ 2,811.00
2017	$ 2,125.00
2018	$ 476,298.00
2019	$ 5,772.00
2020	$ 375,000.00
2021	$ 0.00

Does this grant require CEQA findings?	Yes ☐	No ☒
What Type of Grant is this?	Competitive ☐	Other Type ☒ Explain Allocation through UASI
County Match?	Yes ☐ Amount____ or _____ %	No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A	
Will the grant/program create new part or full-time positions?	No	
Purpose of Grant Funds:	Provide a summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.	

The U.S. Department of Homeland Security provides funding through Urban Areas Security Initiative (UASI) to enhance regional preparedness in major metropolitan areas with the goal for the whole community to prevent, protect, mitigate, respond, and recover from the threats and hazards that pose the most significant risks to the nation.

The UASI grant program directly supports the national priority of expanding regional collaboration identified in the National Preparedness Guidelines. The UASI grant program is designed to address the unique planning, equipment, training, and exercise needs of high-threat, high-density Urban Areas.

Under the Homeland Security Grant Program, the cities of Anaheim and Santa Ana were identified as core cities for the Orange County Metropolitan Area and are responsible for managing and administrating the UASI Grant Program.

The Orange County Sheriff's Department (OCSD) is a yearly UASI Grant Program funding sub-recipient. In this grant year, 2022, OCSD was not awarded a dollar amount. However, the UASI grant office facilitates countywide grant activities that OCSD benefits from, even without a dollar-specific award. The 2022 UASI performance period began September 1, 2022 ending May 31, 2025, and overlaps multiple fiscal years, providing the OCSD with the possibility of receiving grant funding for equipment and training even though no award was made for grant year 2022.

Board approval to accept a grant award and a transfer agreement must be in place to allow the Sheriff-Coroner to be the administrator if funds become available by the UASI grant office. This opportunity will facilitate the OCSD to participate during possible reallocation of funds and with the transfer of equipment from each agency, including in the event of a mutual aid request and the monitoring of items previously purchased under the grant to ensure they remain adequately maintained.

Board Resolution Required? (Please attach document to eForm)	Yes ☒ No ☐
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	Wendy Phillips, Senior Deputy County Counsel, approved the draft Board resolution.

Recommended Action/Special Instructions
(Please specify below)

Authorize the Sheriff-Coroner, or designee to sign all necessary documents required for the acceptance of the grant award from the Urban Area Security Initiative (UASI) grant program.

A Board of Supervisors Resolution is required to appoint an agent authorized to execute any actions necessary.

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

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

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:

Captain Jerry Millhollon
jsmillhollon@ocsheriff.gov
(714) 919-4731

RESOLUTION OF THE BOARD OF SUPERVISORS OF

ORANGE COUNTY, CALIFORNIA

August 11, 2023

WHEREAS, the United States Department of Homeland Security, through the California Office of Emergency Services, is providing Grant Year 2022 Urban Areas Security Initiative (UASI) funding to address the unique planning, equipment, training, and exercise needs of high-threat, high-density urban areas, and assist in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism; and

WHEREAS, the City of Anaheim has received the grant year 2022 UASI award.

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

1. Authorize the Sheriff-Coroner, or designee to complete the documents and execute the "Agreement for Transfer of Equipment/Services for Grant Year 2022 Urban Area Security Initiative (UASI)." The list of designees includes:
    a. Sheriff-Coroner
    b. Undersheriff
    c. Assistant Sheriff
    d. Executive Director

2. Assure that the County of Orange will abide by the statutes and regulations governing the UASI Grant Program, as detailed in the Agreement with the City of Anaheim.

BE IT FURTHER RESOLVED that this Board will not provide specific matching funds.

CEO-Legislative Affairs Office
Grant Authorization eForm

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

Today's Date:	August 9, 2023		
Requesting Agency/Department:	District Attorney		
Grant Name and Project Title:	Life and Annuity Consumer Protection Program		
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 Insurance (CDI)		
Application Amount Requested:	$100,000		
Application Due Date:	May 5, 2023		
Board Date when Board Approved this Application:	March 28, 2023		
Awarded Funding Amount:	$94,875		
Notification Date of Funding Award:	August 2, 2023		
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:	$96,690 was applied for; $86,250 was awarded for FY 2022-23.		
Does this grant require CEQA findings?	Yes ☐	No ☒	
What Type of Grant is this?	Competitive ☒	Other Type ☐ Explain:	
County Match?	Yes ☐ Amount_____ or _____ %	No ☒	
How will the County Match be Fulfilled? (Please include the specific budget)	N/A		
Will the grant/program create new part or full-time positions?	No new position is required.		
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors should accept this grant application/award, and how the grant will be implemented.		
This grant award is made pursuant to the provisions of California Insurance Code Section 10127.17, and shall be used solely for the purposes of enhanced investigation and prosecution of life insurance and annuity financial abuse by insurance licensees, or any person purporting to be engaged in the business of insurance. This grant will provide continued funding for the vertical prosecution unit consisting of prosecutorial, investigative, and support staff to investigate and prosecute life insurance and annuity fraud cases.			
Board Resolution Required? (Please attach document to eForm)	Yes ☒	No ☐	
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	James Harman, Deputy County Counsel		
Recommended Action/Special Instructions (Please specify below)			

1. Authorize the District Attorney or his designee, to sign and execute, on behalf of the County of Orange, the Grant Agreement with the CDI accepting the grant award of $94,875 for the Life and Annuity Consumer Protection Program for fiscal year 2023-24.
2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.
3. Adopt the Resolution to receive funds for the Life and Annuity Consumer Protection Program.

Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Matthew Pettit (714) 347-8440 Matthew.Pettit@ocdapa.org	

Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:
Matthew Pettit (714) 347-8440 Matthew.Pettit@ocdapa.org	

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

August 22, 2023

WHEREAS, the County of Orange desires to undertake its project designated "The Life and Annuity Consumer Protection Program" to be funded in part from funds made available through the California Insurance Code Section 10127.17 and administered by the California Department of Insurance (hereafter referred to as CDI).

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

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.
2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.
3. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, a Grant Award Agreement with CDI for the Life and Annuity Consumer Protection Program, effective from July 1, 2023 through June 30, 2024, in the amount not to exceed $94,875.
4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award amount but do not materially alter the terms of the grant award.
5. Assure that the County of Orange assumes any liability arising out of the County's performance of this Grant Award Agreement, including civil court actions for damages. The State of California and the California Department of Insurance disclaim responsibility for any such liability.
6. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.

CEO-Legislative Affairs Office
Grant Authorization eForm

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

Today's Date:	August 9, 2023		
Requesting Agency/Department:	District Attorney		
Grant Name and Project Title:	Disability and Healthcare Insurance Fraud Program		
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 Insurance (CDI)		
Application Amount Requested:	$1,106,805		
Application Due Date:	June 30, 2023		
Board Date when Board Approved this Application:	March 28, 2023		
Awarded Funding Amount:	$1,061,508		
Notification Date of Funding Award:	August 2, 2023		
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:	$1,170,405 was applied, $1,106,805 was awarded for FY 22-23		
Does this grant require CEQA findings?	Yes ☐	No ☒	
What Type of Grant is this?	Competitive ☒	Other Type ☐ Explain:	
County Match?	Yes ☐ Amount_____ or _____ %	No ☒	
How will the County Match be Fulfilled? (Please include the specific budget)	N/A		
Will the grant/program create new part or full-time positions?	No new position is required.		
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors should accept this grant application/award, and how the grant will be implemented.		
This grant award is made pursuant to the provisions of California Insurance Code Section 1872.85, and shall be used solely for the purposes of enhanced investigation and prosecution of disability and healthcare insurance fraud cases. This grant will provide continued funding for the vertical prosecution unit consisting of prosecutorial, investigative, and support staff to investigate and prosecute disability and healthcare insurance fraud cases.			
Board Resolution Required? (Please attach document to eForm)	Yes ☒	No ☐	
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	James Harman, Deputy County Counsel		
Recommended Action/Special Instructions (Please specify below)			

1. Authorize the District Attorney or his designee, to sign and execute, on behalf of the County of Orange, the Grant Agreement with the CDI accepting the grant award of $1,061,508 to continue the Disability and Healthcare Insurance Fraud Program for fiscal year 2023/24.
2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.
3. Adopt the Resolution to receive funds for the Disability and Healthcare Insurance Fraud Program.

Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Matthew Pettit (714) 347-8440 Matthew.Pettit@ocdapa.org	

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

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

August 22, 2023

WHEREAS, the County of Orange desires to undertake its project designated "The Disability and Healthcare Insurance Fraud Program" to be funded in part from funds made available through the California Insurance Code Section 1872.85 and administered by the California Department of Insurance (hereafter referred to as CDI).

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

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.
2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.
3. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, a Grant Award Agreement with CDI for the Disability and Healthcare Insurance Fraud Program, effective from July 1, 2023 through June 30, 2024, in the amount not to exceed $1,061,508.
4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award amount but do not materially alter the terms of the grant award.
5. Assure that the County of Orange assumes any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages. The State of California and the California Department of Insurance disclaim responsibility for any such liability.
6. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.

CEO-Legislative Affairs Office
Grant Authorization eForm

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	August 9, 2023
Requesting Agency/Department:	District Attorney
Grant Name and Project Title:	Workers' Compensation Insurance Fraud Program
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 Insurance (CDI)
Application Amount Requested:	$7,018,728
Application Due Date:	April 26, 2022
Board Date when Board Approved this Application:	March 28, 2023
Awarded Funding Amount:	$7,742,740
Notification Date of Funding Award:	August 2, 2023
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:	$6,531,253 was applied for, $7,018,728 was awarded for FY 2022-23.
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☐ Amount_____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	Not at this time. If needed, we will go through the Quarterly Budget Adjustment Request process.
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors should accept this grant application/award, and how the grant will be implemented.
The grant award is made pursuant to the provisions of California Insurance Code Section 1872.83, and shall be used solely for the purposes of enhanced investigation and prosecution of workers' compensation insurance fraud cases. This grant will provide continued funding for the vertical prosecution unit consisting of prosecutorial, investigative, and support staff to investigate and prosecute workers' compensation insurance fraud cases.	
Board Resolution Required? (Please attach document to eForm)	Yes ☒ No ☐
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	James Harman, Deputy County Counsel
Recommended Action/Special Instructions (Please specify below)	
1. Authorize the District Attorney or his designee, to sign and execute, on behalf of the County of Orange, the Grant Agreement with the CDI accepting the grant award of $7,742,740 for the Workers' Compensation Insurance Fraud Program for fiscal year 2023-24.	

2. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award but do not materially alter the terms of the grant award.
3. Adopt the Resolution to receive funds for the Workers' Compensation Insurance Fraud Program.

Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Matthew Pettit (714) 347-8440 Matthew.Pettit@ocdapa.org	

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

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

August 22, 2023

WHEREAS, the County of Orange desires to undertake its project designated "The Workers' Compensation Insurance Fraud Program" to be funded in part from funds made available through California Insurance Code Section 1872.83 and administered by the California Department of Insurance (hereafter referred to as CDI).

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

1. Find that the proposed project is exempt from CEQA pursuant to 14 C.C.R. 15061(b)(3) because it does not impose a significant effect on the environment.
2. Find that pursuant to Section 711.4 of the California Fish and Game Code, the proposed project is exempt from the required fees as it has been determined that no adverse impacts to wildlife resources will result from the project.
3. Authorize the District Attorney, or his designee, to sign and execute, on behalf of the County of Orange, a Grant Award Agreement with CDI for the Workers' Compensation Insurance Fraud Program, effective from July 1, 2023 through June 30, 2024, in the amount not to exceed $7,742,740.
4. Authorize the District Attorney, or his designee, to execute, on behalf of the County of Orange, any extensions or amendments that reflect the actual grant award amount but do not materially alter the terms of the grant award.
5. Assure that the County of Orange assumes any liability arising out of the County's performance of this Grant Award Agreement, including civil court actions for damages. The State of California and the California Department of Insurance disclaim responsibility for any such liability.
6. Assure that the County of Orange will not use grant funds to supplant expenditures controlled by the Board of Supervisors.

ORANGE COUNTY
SHERIFF'S DEPARTMENT

INTERNAL MEMO

RECEIVED
CLERK OF THE BOARD
AUG 18 2023

To: Supervisor Donald Wagner, Chairman, Third District
Members of the Board of Supervisors

From: Michelle Anderson, County Emergency Manager MLA

Date: August 18, 2023

RE: Status Report, Item 33, August 22, Agenda: Review the Need For Continuing The Local Emergency

The following is a status report on the Proclamation of Local Emergency for the 2022-2023 Winter Storms. A local emergency with respect to the winter storms was proclaimed on March 14, 2023 and renewed on May 9, 2023. Per the California Emergency Services Act, the proclamation must be reviewed at least every 60 days and terminated when emergency conditions no longer persist.

It is recommended that the local emergency proclamation be terminated.

The County continues to coordinate with the Federal Emergency Management Agency, California Office of Emergency Services, and local jurisdictions in pursuing recovery. Terminating the local emergency will have no effect on the claims being submitted Cal OES and FEMA as the federal government set an end date of July 10, 2023 for the incident. To date, Orange County has been included in the following:

FEMA ID	Dates	Eligible Assistance
DR-4683-CA	Dec 27, 2022 - Jan 31, 2023	None
EM-3591-CA	Jan 8, 2023 - Jan 31, 2023	Category B
DR-4699-CA	Feb 21, 2023 - July 10, 2023	None
EM-3592-CA	Mar 9, 2023 – July 10, 2023	Category B
SBA: CA-00376	February 21, 2023 - July 10, 2023	Economic Injury as a contiguous County
USDA: M4699	February 21, 2023 - July 10, 2023	Emergency farm loans as a contiguous County

- Category B: Emergency protective measures by local government

Recommended Action: Terminate local emergency for 2022-2023 winter storms effective August 22, 2023.

cc: County Executive Officer Frank Kim
Clerk of the Board Robin Stieler
Undersheriff Jeff Hallock, Sheriff-Coroner Department
County Emergency Manager Michelle Anderson, Sheriff-Coroner Department

RECEIVED
CLERK OF THE BOARD
AUG 09 2023

MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Chairman Donald P. Wagner, Third District

Date: August 9, 2023

RE: Supplemental Item for August 22, 2023 Board of Supervisors Meeting S33A

I would like to include on the agenda for the August 22, 2023 Board of Supervisors meeting a supplemental item adding Health and Wellness Fairs to the County Events Calendar with the following recommended actions:

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

RECEIVED
CLERK OF THE BOARD

AUG 09 2023

MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Chairman Donald P. Wagner, Third District

Date: August 9, 2023

RE: Appointment to Assessment Appeals Board No. 4

S33B

Please place a supplemental item on the August 22, 2023 Board of Supervisors agenda to appoint Spring Chen to the Assessment Appeals Board No. 4 for the term 9/4/23 – 9/6/26. Spring will be filling the seat last held by Rita Tayenaka.

APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

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

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP (SEE LIST AT HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT):

Assessment Appeal Board

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Spring Chen
First Name Middle Name Last Name

Irvine CA
Street Address City State Zip Code

Home Phone Number

Cell Phone Number

Email Address

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER.

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

ARE YOU A CITIZEN OF THE UNITED STATES: ☒ YES ☐ NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ☒ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange County

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
California Board of Accountancy	05/2007	Present
The Institute of Internal Auditors	10/2018	Present
IRS Acceptance Agnents	05/2019	Present

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

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

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

☐YES ☒ NO

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

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

As a Certified Public Accountant,I wish to benefit community using my expertise in property taxation and accounting.

DATE: 08/06/2023 **APPLICANTS SIGNATURE:** CM6

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

Date Received: _____ Received by: _____
Deputy Clerk of the Board of Supervisors

Date referred: _____

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

☐ All BOS ☐ BCC Contact Person Name _____

Spring Chen, *MS, CPA, CIA*

Summary

A Certified Public Accountant and Certified Internal Auditor with more than 20 years of professional experience in private and public accounting services, including tax service, such as property tax, sales tax, payroll tax and income tax, etc.

Professional Experience

- Founder and Owner 2011-Present
  Classic CPA Firm in Irvine, CA
  Provided a variety of professional services including business and personal tax preparation, consulting and planning services; financial statement preparation, compilation and audit.

- Tax and Audit Accountant 2007 –2011
  Rossi Doskocil & Finkelstein LLP, one of the top 50 CPA firms in LA County, CA
  Performed audit services for multi-million dollar organizations; provided tax and consulting services for individuals, partnerships and corporations.

- Accounting Manager 2005-2007
  Trinity Church International Inc., a nonprofit in Dallas, TX
  Supervised daily operation and performance of accounting department; saved the organization more than $50,000 by detecting multiple fraudulent vendor charges.

Professional Affiliation

- American Institute of Certified Public Accountants
- California Society of Certified Public Accountants
- Institute of Internal Auditors
- IRS Certified Acceptance Agents

Education

- M.S. in Accounting Information and Management
  University of Texas at Dallas, Richardson, TX 2004 –2005

- B.A. in Chinese Language and Literature Education
  Liaocheng University, Shandong Province, China 1994- 1998

Community Involvement

- Board member of Technology Innovation & Civilization Foundation, a nonprofit organization promoting human civilization through scientific developments and technological innovations.

- Former Board member of TOC Foundation, a nonprofit organization promoting Asian American participation in the society.

Board of Supervisors

Memorandum

RECEIVED
CLERK OF THE BOARD
AUG 09 2023

To: Robin Stieler, Clerk of the Board

From: Supervisor Vicente Sarmiento, 2nd District

Date: August 8, 2023

S33C

Re: Add Discussion Item to the August 22, 2023 Board of Supervisors Meeting Agenda

Please add the following as a discussion item to the August 22, 2023 Board of Supervisors meeting agenda:

- Receive and File presentation and status update from the Office of Independent Review.

RECEIVED
CLERK OF THE BOARD
AUG 09 2023

Board of Supervisors

Memorandum

To: Robin Stieler, Clerk of the Board

From: Supervisor Vicente Sarmiento, 2nd District

Date: August 9, 2023

RE: **Add Supplemental Item to August 22, 2023 Board Meeting Agenda – Appoint Steven White to the Assessment Appeals Board No. 4**

S33D

Supervisor Sarmiento requests a supplemental item be placed on the August 22, 2023 Board of Supervisors meeting agenda to appoint Steven White to the Assessment Appeals Board No. 4 for the balance of a three-year term, effective September 4th, 2023 and ending September 6th, 2026. Steven White will be replacing Scott Lee, term ending September 3rd, 2023.

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

July 19, 2023

Supervisor Vincent Sarmiento

Second District

Hall of Administration

400 W. Civic Center Dr.

Santa Ana, CA 92701

RECEIVED
CLERK OF THE
BOARD
July 17, 2023

Steve White

Dear Supervisor Sarmiento:

I would like to respectfully request appointment to Assessment Appeals Board No. 4. I have served in the position for over eight years (although it seems like less). I have enjoyed this service very much and have become close to fellow Board Members and a very excellent staff.

I feel I have been able to offer taxpayers a fair hearing on their property assessment and think most leave their hearing feeling, at a minimum, that their position has been carefully considered. Personally, I find the work interesting and challenging and would appreciate the opportunity to continue to serve. Thank you for your consideration.

Sincerely,

Steve White

APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

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

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP (SEE LIST AT HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT):

Orange County Tax Appeals Board #4

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Steven (First Name) D. (Middle Name) White (Last Name)

(Street Address) Anaheim (City) CA (State) (Zip Code)

(Home Phone Number) (Cell Phone Number)

(Email Address)

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER

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

ARE YOU A CITIZEN OF THE UNITED STATES: ☒ YES ☐ NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ☒ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
Pacific West Assoc. of Realtors	1/1960	Present
NAR & CAR Associations	1/1960	Present
RIAOC	1/1990	Present

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

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

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

☐YES ☒ NO

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

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

I have very much enjoyed my service on the Board and feel that I can continue to contribute.

DATE: 5/25/2023 APPLICANTS SIGNATURE: [signature]

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

Date Received: 7-17-23 Received by: Maria Carrillo
Deputy Clerk of the Board of Supervisors

Date referred: 7-21-23

To: ☐ BOS District 1 ☒ BOS District 2 ☐ BOS District 3 ☐ BOS District 4 ☐ BOS District 5

☐ All BOS ☐ BCC Contact Person Name Pam Rainey

Revised Date 08/22/22

Steve White

Professional Profile

- Owned and operated real estate brokerage in Anaheim, CA.
- Owned and managed income properties for self and others.
- Negotiated sales and leases of residential, income and commercial properties

Professional Accomplishments

- 30 year member National Association of Realtors
- 30 year member California Association of Realtors
- 30 year member Pacific West Association of Realtors (Ethics & Arbitration Panel)
- 25 year member Realty Investment Association of California

Work History

Broker/Owner	White Realty, Anaheim, CA	1/1990-Present
Real Estate Salesman	White Realty Anaheim, CA	1/1980-1/1990

Education

Bachelor of Arts	Cal State, Fullerton CA	1970

Civic Service

Current Member-Orange County Assessment Appeals Board No. 4

Former Member-Anaheim Planning Commission

Former Member-Orange County Charter Committee

Former Member-North Orange County Community College Board of Trustees

Former Member-Anaheim Redevelopment Commission

Revision to ASR and/or Attachments

RECEIVED
CLERK OF THE BOARD

AUG 16 2023

Date: 8/15/2023

To: Clerk of the Board of Supervisors

CC: **Frank Kim,** County Executive Office

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2023.08.16 10:30:08 -07'00'

From: **Debra Baetz, Interim Agency Director, Health Care Agency**

Re: ASR Control #: N/A, Meeting Date 8/22/2023 , Item No. # S33E

Subject: At-Large Nomination(s) for Appointment(s) to the Orange County HIV Planning Council Appointment

---

Explanation:

The Health Care Agency would like to revise the title as follows:

Chairman Wagner - Orange County HIV Planning Council - Appoint Jazmina Castillo, Aliso Viejo, Josie Lopez, Yorba Linda and Kming Rosenthal, ~~Newport Beach~~ Rancho Santa Margarita, for terms ending 12/31/24.

☐ Revised Recommended Action(s)

☐ Make modifications to the:

☐ Subject ☐ Background Information ☐ Summary ☐ Financial Impact

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

County of Orange

Memorandum

RECEIVED
CLERK OF THE BOARD
AUG 14 2023

July 20, 2023

To: Chairman Donald Wagner, Supervisor, Third District

From: Debra Baetz, Interim Agency Director, Health Care Agency

Subject: Recommended At Large Nominations To Orange County HIV Planning Council

S33E

Pursuant to Board of Supervisors Rule of Procedure 16 amended on July 13, 2021, the Health Care Agency recommends the following at large appointments to Orange County HIV Planning Council for placement on the August 22, 2023 Board meeting agenda:

1. Appoint the following three nominees to the Orange County HIV Planning Council for a two-year term effective August 22, 2023 and ending December 31, 2024:
   - Jazmina Castillo
   - Josie Lopez
   - Kming Rosenthal

Information on the recommended at large nominations is contained in the attached Agenda Staff Report and candidate applications.

Please call me if you have questions.

Thank you.

Attachments

Cc: Clerk of the Board

Agenda Item
Clerk's Use Only 33E

AT-LARGE APPOINTMENT AGENDA STAFF REPORT

RECEIVED
CLERK OF THE BOARD
AUG 14 2023

MEETING DATE:	8/22/23
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS CHAIR:	Chairman Wagner
NOMINATION SUBMITTED BY (DEPT):	Health Care Agency
DEPARTMENT CONTACT PERSON(S):	Regina Chinsio-Kwong (714) 834-2729
	Debra Baetz (714) 834-2830

SUBJECT: At-Large Nomination(s) for Appointment(s) to the Orange County HIV Planning Council Appointment

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
N/A	N/A	Discussion 3 Votes Board Majority

RECOMMENDED ACTION(S)

1. Appoint the following three nominees to the Orange County HIV Planning Council for a two-year term, effective August 22, 2023 and ending December 31, 2024.
   - Jazmina Castillo
   - Josie Lopez
   - Kming Rosenthal

SUMMARY:

The approval of the appointment of three new members to the Orange County HIV Planning Council will ensure federally mandated responsibilities for the Council are met to set service category priorities and funding allocations for Ryan White Act Part A funds in Orange County.

BACKGROUND INFORMATION:

The Orange County HIV Planning Council (Council), composed of up to 27 members, is an appointed planning body by your Honorable Board of Supervisors (Board) as required by the Ryan White Part A grant (Ryan White). The Council may also have up to five affiliate non-voting members appointed by the Director of the Health Care Agency (HCA). The mission of the Council is to "work in partnership with affected communities, service providers, philanthropists and public health professionals, to support an accessible, culturally competent continuum of HIV prevention and care services that promotes optimal health, fosters self-sufficiency, reduces stigma and discrimination and results in a community where new HIV infections are rare."

HCA receives approximately $6 million annually in Ryan White Part A funding, over which the Council has federally mandated responsibilities that include:

1. Developing a multi-year plan and conducting an assessment of the service needs of Persons Living with HIV (PLWH) that includes: an epidemiological profile; an assessment of service needs and barriers; a resource inventory; a profile of provider capacity and capability; an estimation and assessment of unmet need (PLWH who are not in medical care) and an estimation and assessment of individuals who are HIV-positive and undiagnosed.

2. Establishing priorities for care, treatment and supportive services for PLWH and determining the allocation of Ryan White Part A funds to services prioritized within Orange County, including instructions on how best to meet each priority.

3. Assessing the ongoing efficiency of the administrative mechanism (i.e., HCA) to rapidly allocate funds to the areas of greatest need within Orange County.

The Ryan White grant includes specific requirements to assure that the Council has broad representation, including a requirement that membership be composed of at least 33 percent of members representing the unaligned (non-conflicted) consumer of HIV services. The grant also requires that the Council composition strive to reflect the local HIV epidemic with respect to gender, ethnicity, current age and personal risk for HIV. Membership requirements and the application process are defined in the Council Bylaws, policies and procedures. The Board may also submit recommendations for appointment to the Council. The Board most recently approved appointments to the Council on December 6, 2022, for the term ending December 31, 2024.

APPOINTMENTS:
Jazmina Castillo is the Project Coordinator for the Health Law Unit with the Public Law Center. She fulfills the mandated membership category (M) Representative of/or formerly incarcerated People Living with HIV (PLWH).

Josie Lopez is the HIV Counseling & Testing Patient Navigator with Families Together of Orange County. She fulfills the mandated membership category (A) Healthcare Provider (including Federally Qualified Health Centers).

Kming Rosenthal was previously a Council member and served on the Council from 1998-2012. She fulfills the mandated membership category (G) Affected communities including PLWH and historically underserved populations.

HCA has complied with procedures, as directed by the Board, in nominating appointments for Boards, Commissions and Committees. Please see information below:

Name	Orange County Resident? (Y/N)	Registered Voter? (Y/N)	Membership Category	Term
Jazmina Castillo	Y	Y	M	08/22/23 – 12/31/24
Josie Lopez	Y	Y	A	08/22/23 – 12/31/24
Kming Rosenthal	Y	Y	G	08/22/23 – 12/31/24

With approval of these appointments, the Council still has the capacity to fill 12 additional seats including four mandated membership categories. The vacant mandated membership categories include: (D) mental health and substance abuse providers, (F) hospital planning agencies or health care planning agencies, (I) State government (including the State Medicaid agency and the agency administering the program under part B of this subchapter, specifically a CalOptima representative) and (I) State government (including the State Medicaid agency and the agency administering the program under part B of this subchapter.

HCA requests the Board approve the proposed appointments to the Council as referenced in the Recommended Actions.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Jazmina Castillo Board Application, Nomination Form, Council Application and Resume
Attachment B - Josie Lopez Board Application, Nomination Form, Council Application and Resume
Attachment C – Kming Rosenthal Board Application, Nomination Form, Council Application and Resume

ORANGE COUNTY BOARD OF SUPERVISORS

Nomination for Boards, Commissions & Committees (Rev. 9/29/22)

Agenda Date: 8/22/23 Item # _____

To: Members of the Orange County Board of Supervisors

cc: Clerk of the Board of Supervisors

From: Health Care Agency

It is my intent to appoint:

Name: Jazmina M. Castillo

Address: [redacted]

City & Zip: [redacted]

Day Phone: [redacted] Fax Number: [redacted]

E-mail address: [redacted]

To the: Orange County HIV Planning Council
(Name of Board, Commission or Committee)

Position Slot: Category: (M) representatives of individuals who formerly were Federal, State, or local prisoners, were released from the custody of the penal system during the preceding 3 years, and had HIV/ADIS as of the date on which the individuals were so released

Name of incumbent being replaced or last known member: Lydia Tran

Term (Choose One):

- ☒ 2 Years Beginning Term Date: 8/22/23 to Expiration Term Date: 12/31/24
- ☐ Term Concurrent with Supervisor's Term of Office
- ☐ Term Concurrent with position

Vacancy occurred due to:

- ☐ Resignation (attach letter of resignation for resignations or expiration of term)
- ☐ Termination (provide reason for termination in remarks) ☐ Death
- ☐ Other (provide reason in remarks)

Nomination to: ☒ Appoint ☐ Reappointment ☐ Newly Formed Committee

Qualifications: ☒ Attached (must be attached for appointments and reappointments)

Remarks: _____

For Clerk of the Board Use Only

Clerk's Initials: _____ File I.D._____ Needs a COI ☐ Send Departure Letter ☐

Contact Name _____ Supporting Agency_____ ☐ Mail or ☐ Pony

Appoint/Complete: ☐ Term Years ___ ☐ Term Dates: _____ to _____
☐ CWS ☐ Other _____

Check one: ☐ Scheduled Vacancy ☐ Unscheduled Vacancy

Posted on _____ to_____ Certification of posting attached.

APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

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

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP (SEE LIST AT HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT):

HIV Planning Council and Committee

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Jazmina (First Name) M (Middle Name) Castillo (Last Name)

[redacted] (Street Address) (City) (State) (Zip Code)

[redacted] (Home Phone Number) [redacted] (Cell Phone Number)

[redacted] (Email Address)

CURRENT EMPLOYER: PUBLIC LAW CENTER

OCCUPATION/JOB TITLE: Project Coordinator, Health Law Unit

BUSINESS ADDRESS: [redacted]

BUSINESS PHONE NUMBER: [redacted]

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

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

IF NO, NAME OF COUNTRY OF CITIZENSHIP: _____

ARE YOU A REGISTERED VOTER? ■ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)

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

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

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

□ **YES** ■ **NO**

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

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

This is an opportunity to help the community that I care about, even more, joining forces with members of the community with common goals, to reduce disparities related to HIV and AIDS, in essential areas such as health, housing, food, and other much needed services.

DATE: 05/31/2023 **APPLICANTS SIGNATURE:** Jazmina Castillo

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

Date Received: _____ Received by: _____
Deputy Clerk of the Board of Supervisors

Date referred: _____

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

□ All BOS □ BCC Contact Person Name _____

Revised Date 02/07/19

RECEIVED 6-1-23

ORANGE COUNTY HIV PLANNING COUNCIL
APPLICATION FOR MEMBERSHIP

To apply for membership please complete the application.

Have you ever served on the Planning Council (Check Yes or No): ☐ Yes If yes, what year(s)_____ ☒ No

What was the reason you left:

Have you ever served on a Committee (Check Yes or No): ☐ Yes ☒ No If yes, Which Committee(s):

If you are no longer serving on the Committee(s), what was the reason you left:

This application is for: (All members of the Planning Council are required to serve on a standing committee).

☒ Planning Council Voting Membership OR ☐ Planning Council Affiliate Membership (See definition on page A):
Check committee(s) below:

☐ Committee Membership(s) Only (Check committee(s) below):

☐ Client Advocacy (HCAC) ☐ Integrated Plan Committee ☒ Priority Setting, Allocations, and Planning (PSAP)
☐ Other HIV-related Committee:

Contact Information: Your home address must match the address on your voter registration, if applicable.

Applicant's Name: **Jazmina Castillo** Date: **5/31/2023**
Home Address: [redacted] State: [redacted] Zip Code: [redacted]
Work Address: [redacted]
Ana ☐ N/A State: [redacted] Zip Code: [redacted]
Email: [redacted]
Fax: [redacted]
What is your preferred contact phone number? **Work:** [redacted]
May we leave a message at the above contact phone number? ☒ Yes ☐ No
May we fax HIV -related materials to the above fax number? ☒ Yes ☐ No
May we email HIV -related materials to the above email address? ☒ Yes ☐ No

City of employment/residence: Check the one that applies.

☐ **North County** (Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Villa Park, or Yorba Linda)

☐ **Central County** (Costa Mesa, Fountain Valley, Garden Grove, Huntington Beach, Irvine, Los Alamitos, Newport Beach, Santa Ana, Seal Beach, Stanton, Tustin, or Westminster)

☒ **South County** (Aliso Viejo, Dana Point, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest/El Toro, Mission Viejo, Rancho Santa Margarita, San Clemente, San Juan Capistrano, or Trabuco Canyon)

Voter Registration: Council Bylaws require that individuals who are eligible to vote be registered to vote. To register to vote go to registertovote.ca.gov

Are you a registered voter: ☒ Yes ☐ No, If no please explain:_____

Personal Profile:

Gender Identity: ☐ Male ☒ Female ☐ Transgender: Female-to-Male
☐ Transgender: Male-to-Female ☐ Not listed (specify):_____

Current Age:68 Year of Birth: 1954

Cultural/Ethnic Identity: Check the ONE that best applies.

☐ African-American
☐ Asian (specify): _____
☒ Latino/a/x (specify): **South American (Colombia)**
☐ Pacific Islander (specify): _____
☐ White/Caucasian
☐ Decline to State

ORANGE COUNTY HIV PLANNING COUNCIL
APPLICATION FOR MEMBERSHIP (CONTINUED)

☐ Native American (specify Tribe/Nation: _____) ☐ Not listed (specify): _____

HIV Risk Category: Please check one of the categories below that best describes your possible risk for HIV.

☐ MSM (men who have sex with men) ☐ Person who injects drugs (PWID) ☐ MSM/PWID
☒ Heterosexual ☐ Perinatal ☐ Unknown/Not reported ☐ Other (Specify): _____

Federally Mandated Categories: The Planning Council is federally mandated to include individuals in its membership who represent the following groups. "Represent" means you are or provide HIV Services to people in these groups. Please select ALL that apply. If you have questions about the categories listed below, please contact (714) 834-8399:

☐ Health Care Providers, including Federally Qualified Health Centers
☒ Community Based Organizations serving affected populations/AIDS Service Organizations
☐ Social Service Provider, including housing and homeless service provider
☐ Mental Health Provider
☐ Substance Abuse Provider
☐ Local Public Health Agency
☐ Hospital Planning Agency or Health Care Planning Agency
☐ State Medicaid Agency
☐ State Part B Agency
☐ Part C Provider
☐ Part D Provider (If none, representative of organization with a history of serving children, youth, women, and families living with HIV)
☐ Other Federal HIV Program (Prevention Services)
☐ Other Federal HIV Program (Special Projects of National Significance (SPNS), AIDS Education and Training Centers (AETC), and Ryan White Dental)
☐ Other Federal HIV Program (HOPWA)
☒ Representative of/or PLWH who were formerly Federal, State or local prisoners that were released from custody the preceding three years and had HIV as of the date of release
☐ Non-Elected Community Leader
☐ Affected Communities: PLWH co-infected with Hepatitis B or C (you must sign a Protected Health Information disclosure)
☐ Affected Communities: PLWH and Historically Underserved Subpopulations
☐ General Community Member

Integrated Plan Committee: If you are applying to be a member of the Integrated Plan Committee, check membership categories you can represent. Please check **ALL** that apply or N/A.

☐ Person living with HIV
☐ Representatives of HIV Care Services
☐ Representatives of HIV Support Services
☐ Representatives of HIV Prevention Services
☐ Representatives of Affected Communities

Please describe below how you qualify to represent the category/ies marked above:

Affirmation of Membership Commitment:

I commit to:

- Participate in Council/committee meetings from beginning to adjournment.
- Prepare for each meeting by carefully reading all pre-distributed materials.
- Provide information regarding needs and priorities.
- Make recommendations considering the community needs and data **not** my special interests or personal perspectives.
- Disclose any conflicts of interest I may have relative to issues that come before the Council or committees.
- Follow the Bylaws and Rules of Respectful Engagement.
- Serve on at least one of the Council's committees.

I commit to participate according to the current meeting schedule. I have considered my personal and professional commitments/obligations and do not foresee them as a barrier to my full participation on the Orange County HIV Planning Council.

I certify that all statements and representations made in this application are true and correct. Misrepresentation shall be a basis for revocation of my application/membership. I acknowledge that the information provided, aside from personal contact information, cannot be kept confidential and may be discussed publicly or otherwise become part of a public record.

Print Name: ***Jazmina Castillo***

Signature: *Jazmina Castillo* Date: ***05/31/2023***

(Continued on the next page)

ORANGE COUNTY HIV PLANNING COUNCIL
APPLICATION FOR MEMBERSHIP (CONTINUED)

Additional Information:

Are you a current or former employee of the County of Orange? ☐ Yes ☒ No

If employed, who is your current employer? **PUBLIC LAW CENTER** ☐ Does not apply

Type of Business/Agency **Pro Bono Law Firm, Non-Profit Organization** Job Title **Project Coordinator, Health Law Unit**

Is your current employment HIV related? ☒ Yes ☐ No

Briefly describe your responsibilities:

Working as Project Coordinator in the Health Law Unit at the Public Law Center (PLC), with a focus on the AIDS Legal Assistance Project (ALAP) and the Medical-Legal Partnerships (MLP).
In charge of the Unit's project administration, information collection, data management and coordination of legal services related to health.
Process ALAP referrals and verify client's Ryan White eligibility.
Coordinate provision of legal services to low-income clients and conduct intake interviews as needed.
Place cases with pro bono attorneys and facilitate communication between attorneys and monolingual clients.
Assist with grant management, including collection of data, reporting, and collaboration with PLC grantor's.
Review and compile monthly staff time for ALAP by case and client.
Execute ALAP Staff timekeeping reports in the Legal Server Management Program.
Prepare and submit the monthly Units of Service Report to the OC Health Care Agency through ARIES, and to PLC Management and Accounting, including monthly spreadsheets.
Prepare and submit the ARIES Fix-It reports quarterly, and the Ryan White Service Provider Report (RSR) annually.
Serve as a point of contact for PLC with the AIDS Regional Information & Evaluation System (ARIES).
Coordinate under the Unit Supervisor Attorney, the preparation of documents and files for the Annual Ryan White Part A Site Visit, by the OC Health Care Agency.
Respond to inquiries from service providers, community partners and government agencies.
Represent PLC in collaborative and community meetings or events as needed.

Describe your community involvement. Please identify the organizations or agencies you have served and your participation or membership. Include your activities, responsibilities, accomplishments, and any boards/ commissions on which you have served.

Participate as a member at the PLC Staff Diversity, Equity, and Inclusion (DEI) working group meetings.

Attend the quarterly HIV Care Provider Meeting with HIVPAC.

Attend the monthly OC Health Access and Enrollment Task Force meetings.

Attend monthly the Equity in OC Partnership (EiOC) meetings.

Served two years as a Board Member of the Moulton Parkway #2 Home Owners Association.

I participated as one of the founders of the Alexandria House, a transitional home for women and children which has been operating in Los Angeles since 1996.

ORANGE COUNTY HIV PLANNING COUNCIL
APPLICATION FOR MEMBERSHIP (CONTINUED)

Explain why you wish to serve on the Orange County HIV Planning Council or one of its committees. You may attach a separate sheet, if necessary. Please indicate if attaching an additional sheet.

My experience working for more than 20 years with clients from vulnerable groups, such as battered women, immigrants, members of the LGBTQI+ community, and clients with HIV or AIDS, has made me realize that I can contribute even more to those in need within the county where I live and work. My participation in the OC HIV Planning Council is an opportunity to help a community that I care about, joining forces with other members of the community with common goals, trying to reduce disparities related to HIV and AIDS in essential areas such as health, prevention, housing, food, transportation, and other needed services.

ORANGE COUNTY HIV PLANNING COUNCIL
CONFLICT OF INTEREST DISCLOSURE REPORT FORM

The Orange County HIV Planning Council has members who are professionally or personally affiliated with organizations (listed below) that receive funds that are allocated by the Council. Because of the potential for conflict of interest, current members and candidates for membership on the HIV Planning Council and its committees must complete this Disclosure Form. The following agencies currently receive funds allocated by the Council:

APAIT
Orange County Health Care Agency
Laguna Beach Community Clinic
Public Law Center
Radiant Health Centers
Shanti Orange County

Please complete either section (A), or section (B) below, as appropriate, and sign/date:

SECTION A

By my signatures below, I certify that:

I, my spouse or significant other, and/or dependent family member(s) **have not served** within the past **12 months** as staff, consultant, officer, or board member for any organization which has received funding from Ryan White Part A.

Signature: N/A **Date:** N/A

Print or Type Name: _____

SECTION B

By my signature below, I certify that:

I, my spouse or significant other, and/or dependent family member(s) **have served** within the past **12 months** as staff, consultant, officer, or board member for the following organization(s) receiving funding from Ryan White Part A.

Organization: Public Law Center

Period of Affiliation: 12 years (Since May 17, 2011)

Title/Relationship: Project Coordinator, Health Law Unit

(Please attach additional pages as necessary)

Signature: Jazmina Castillo **Date:** 5/31/2023

Print or Type Name: Jazmina Castillo

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

There are two categories for which a disclosure of health information is required. The information below describes the required disclosure of HIV status.

THESE AUTHORIZATIONS SHALL BECOME VALID IMMEDIATELY AND SHALL REMAIN IN EFFECT UNTIL REVOKED. REVOCATION CANNOT BE RETROACTIVE AND WILL ONLY IMPACT AUTHORIZATION OF DISCLOSURES AFTER THE DATE OF REVOCATION. DISCLOSURES ALREADY MADE, INCLUDING INCLUSION OF THIS INFORMATION IN PUBLIC RECORDS CANNOT BE REMOVED.

PURPOSE OF DISCLOSURE OF HIV STATUS: Applicants for the Planning Council or its committees are not required to provide personal health information, including HIV status. However, the Council is required to assure that at least 33% of its membership is composed of "unaligned consumers". These individuals must meet the following criteria:

1. Not be employed by, a board member of, or a paid consultant of a Ryan White Part A-funded Agency;
2. Be HIV-positive and receiving HIV-related services from a Ryan White Part A-funded provider; and
3. Be a resident of Orange County.

I meet all three of the criteria above ☐ Yes ☐ No

Are you receiving HIV services at a Ryan White Part A-funded Agency ☐ Yes ☐ No

If Yes, please indicate which Agency or Agencies N/A

In order to be considered for membership as an "unaligned consumer" or an "affiliate," a person's HIV status must be publicly disclosed. If you are not applying as an unaligned consumer you **DO NOT** need to disclose your HIV status and you do not need to complete this form.

By signing this authorization, you are willingly disclosing your HIV status for membership purposes and you understand that this information will become a public record and will be discussed in open, public meetings. Your HIV and unaligned consumer status will be verified.

If you choose not to disclose your HIV status, you will still be considered for membership on the Orange County HIV Planning Council in other (non-consumer) membership categories, provided there is an open seat.

AUTHORIZATION TO DISCLOSE HIV STATUS

I, the undersigned, hereby **voluntarily** acknowledge that I am living with HIV and authorize the public DISCLOSURE of my HIV serostatus to the Orange County Office of HIV Planning and Coordination and the Orange County HIV Planning Council and understand that it may become part of public record.

Signature: N/A **Date:** N/A

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

The information below describes the required disclosure of PLWH co-infected with Hepatitis B or C.

PURPOSE OF DISCLOSURE HEPATITIS B OR C STATUS: Another membership category is a PLWH co-infected with Hepatitis B or C. Applicants for the Planning Council or its committees are not required to provide personal health information, including HIV/Hepatitis B or C status. However, the Council is required to assure that at least one member fits the mandated category entitled PLWH co-infected with Hepatitis B or C.

In order to be considered for membership as a PLWH co-infected with Hepatitis B or C, a person's HIV and Hepatitis B or C status must be disclosed. If you are not applying as a PLWH co-infected with Hepatitis B or C you **DO NOT** need to disclose your HIV or Hepatitis B or C status and you do not need to complete this form.

By signing this authorization, you are willingly disclosing your HIV and Hepatitis B or C status for membership purposes and you understand that this information will become a public record and will be discussed in open, public meetings.

If you choose not to disclose your HIV or Hepatitis B or C status, you will still be considered for membership on the Orange County HIV Planning Council in other membership categories, provided there is an open seat.

AUTHORIZATION TO DISCLOSE HIV AND HEPATITIS B OR C STATUS

I, the undersigned, hereby voluntarily acknowledge that I am a PLWH co-infected with Hepatitis B or C and authorize the public DISCLOSURE of my HIV and Hepatitis B or C status to the Orange County Office of HIV Planning and Coordination and the Orange County HIV Planning Council and understand that it may become part of public record.

Signature: _____ **Date:** _____

ORANGE COUNTY HIV PLANNING COUNCIL

APPLICATION INFORMATION AND INSTRUCTIONS

The HIV Planning Council (Council) quiz is intended to ensure that potential members know and understand the role of the Council. All questions and answers can be found on the Planning Council Application Information and Instructions document. Individuals who do not pass the quiz are **NOT** automatically disqualified from being considered for membership. However, if individuals do not pass the quiz, the individual will be assigned a mentor to assist in learning the Council roles and responsibilities.

Please circle answers below and submit your completed quiz with your application.

Applicant Name: **JAZMINA CASTILLO**

1. The role of the Council is:
   A. Assess the needs of persons living with HIV (PLWH)
   B. Establish service category priorities
   C. Allocate funds to service categories
   D. **All of the Above**

2. Council duties include **D** (Fill in the blank):
   A. Attend a new member orientation
   B. Take an Oath of Office
   C. Learn and follow the Council Bylaws, Rules of Respectful Engagement, and Robert's Rules of Order
   D. **All of the Above are Council Duties**

3. All members must affirm their commitment to the Council. Which of the following is **NOT** part of the Affirmation of Membership Commitment?
   A. **Filling a Federally Mandated Membership Category**
   B. Making recommendations considering community needs and data **NOT** special interests or personal perspectives
   C. Disclosure of any conflict of interest relative to issues that come before the Council or committees
   D. Serve on at least one of the Council's committees

4. In order to be considered an Unaligned Consumer on the Council; one must meet which of the following:
   A. Not be employed by, a board member of, or paid consultant a Ryan White Part A-funded provider
   B. Be HIV-positive and receiving HIV-related services from a Ryan White Part A-funded provider
   C. Be a resident of Orange County
   D. **All of the above are required to be an Unaligned Consumer of the Council**

5. Which of the following is not a Rule of Respectful Engagement?
   A. We value differing interests and opinions
   B. **We only speak when the Chair acknowledges the member for comment**
   C. We focus on the issue, not the person raising the issue
   D. We avoid making impassioned pleas and we make decisions based on data

JAZMINA M. CASTILLO

[redacted]

PERSONAL PROFILE

Highly resourceful professional with experience in public service, non-profit organizations, health, legal, administrative, and operational support. Fluent Bilingual Spanish/English in possession of an outgoing and positive personality with valuable and transferable skills, including experience of working in multicultural environments with individuals, groups, and organizations from diverse backgrounds. Seeking to make a significant work contribution and continue to grow as a person, together with a progressive organization that maintains a strong commitment to the community.

PROFESSIONAL EXPERIENCE

PUBLIC LAW CENTER, (PLC) Santa Ana, CA: **Project Coordinator/Health Law Unit** **2015 - Present**
http://www.publiclawcenter.org/about/staff/#jazmina-castillo

- In charge of the Unit's project administration, information collection, data management, report preparation on client's data and coordination of legal services to low-income clients.
- Responsible for incoming referrals, organizing interviews, determining eligibility, present at Case Acceptance, place cases with Pro-Bono Attorneys and assign cases with Staff Attorneys.
- Monitor the Health Unit client's information and their confidential documentation, through the Legal Server Case Management System, and the AIDS Regional Information and Evaluation System (ARIES), in compliance with HIPAA and other funding requirements.
- Represent PLC in HIV Providers Meetings, Community Alliances Forums, Task Forces, and health events.

PUBLIC LAW CENTER, (PLC) Santa Ana, CA: **Administrative Assistant/Intake Specialist**
2011 - 2015

- Provided elevated level of diversified administrative support and legal assistance to the Lead Attorneys in charge of Medical-Legal Partnership, AIDS Legal Assistance Project, and the Asylum Program
- Managed client intakes and referrals to determine eligibility, conduct interviews, obtain signatures on forms and documentation, and prepare files.
- Served as an Interpreter/Translator for Attorneys and Clients in Legal Clinics and Detention Facilities

W.O.R.K.S., Los Angeles, CA: **Administrative Bookkeeper** 2009 - 2010

- Assisted Finance Director in daily bookkeeping of an affordable housing development non-profit organization, with assets of over $124 Million and an operating budget of $800K..
- Maintained Accounts Payable and Receivable including banking, billing, invoicing, and issuance of checks.
- Provided bilingual customer service to clients, contractors, suppliers, and vendors.

INTI SYSTEMS, Laguna Hills, CA: **Office Administrator** 2000 - 2008

- Performed general office management, administrative tasks, bookkeeping and accounting functions.
- Overseed quotes, sales operations, data entry and planning.
- Provided bilingual customer service to clients in Latin America

JAZMINA M. CASTILLO
[redacted]

UCLA, SURVEY RESEARCH CENTER, Los Angeles, CA:
Research Assistant 1993 - 1998

- Scheduled, conducted and transcript hundreds of structure interviews for a series of health studies.
- Collect data and prepare analysis reports for projects.
- Presented STD/HIV/AIDS workshops on prevention, in County Hospitals and Community Clinics

HOUSE OF RUTH, Shelter for Women and Children, Los Angeles, CA: 1989 - 1993
Childcare Coordinator and Social Advocate

- Responsible for day-to-day daycare operations within the shelter and compliance with regulations.
- Supervised childcare staff and volunteers.
- Help mothers access benefits, healthcare, education and counseling for themselves and their children.

EDUCATION

DEGREES

UCLA Luskin School of Public Affairs, Los Angeles, CA:
- **HIV/AIDS Policy Research Fellowship**

National University of Colombia, School of Human Sciences, Bogota:
- **Psychology**

CERTIFICATIONS

- Kaplan University: **Real Estate Law**
- Saddleback College: **Small Business Administration**

TRAININGS AND SEMINARS

- University California Irvine, UCI: **Asylum. U-Visa Petitions. Naturalization**
- Orange County Bar Association (OCBA): **Guardianship, Conservatorship, Powers of Attorney (POA) and Advance Healthcare Directives (AHCD)**
- Health HIV: **Healthcare Stigma Facing Transgender Individuals. HIV Compliance. Cultural Competency and the Stigmatization of STDs, HIV, PrEP & Mental Health. Addressing the Behavioral Health Needs of Transgender & Gender Non-Conforming Clients. Mental Health First Aid.**
- Practicing Law Institute (PLI): **The Intersection of Basic Immigration and Housing. Compliance and Ethics. California Public Benefits. Domestic Violence. Crisis intervention.**

ORANGE COUNTY BOARD OF SUPERVISORS

Nomination for Boards, Commissions & Committees (Rev. 9/29/22)

Agenda Date: 8/22/23 Item # _____

To: Members of the Orange County Board of Supervisors

cc: Clerk of the Board of Supervisors

From: Health Care Agency

It is my intent to appoint:

Name: Josie Marie Lopez

Address: [redacted]

City & Zip: [redacted]

Day Phone: [redacted] Fax Number: [redacted] E-mail address: [redacted]

To the: Orange County HIV Planning Council
(Name of Board, Commission or Committee)

Position Slot: Category: (A) Health care providers, including federally qualified health centers

Name of incumbent being replaced or last known member: Hieu Nguyen

Term (Choose One):

- ☒ 2 Years Beginning Term Date: 8/22/23 to Expiration Term Date: 12/31/24
- ☐ Term Concurrent with Supervisor's Term of Office
- ☐ Term Concurrent with position

Vacancy occurred due to:

- ☐ Resignation (attach letter of resignation for resignations or expiration of term)
- ☐ Termination (provide reason for termination in remarks) ☐ Death
- ☐ Other (provide reason in remarks)

Nomination to: ☒ Appoint ☐ Reappointment ☐ Newly Formed Committee

Qualifications: ☒ Attached (must be attached for appointments and reappointments)

Remarks: _____

For Clerk of the Board Use Only

Clerk's Initials: _____ File I.D._____ Needs a COI ☐ Send Departure Letter ☐

Contact Name _____ Supporting Agency_____ ☐ Mail or ☐ Pony

Appoint/Complete: ☐ Term Years ___ ☐ Term Dates: _____ to _____
☐ CWS ☐ Other _____

Check one: ☐ Scheduled Vacancy ☐ Unscheduled Vacancy
Posted on _____ to_____ Certification of posting attached.

Care360®

APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

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

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP (SEE LIST AT HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT):

HIV Planning Council of Orange County

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Josie (First Name) Marie (Middle Name) Lopez (Last Name)

[redacted] Zip Code

Home Phone Number [redacted] e Number

[redacted]

CURRENT EMPLOYER: Families Together of Orange County

OCCUPATION/JOB TITLE: Counselor

BUSINESS ADDRESS: [redacted]

BUSINESS PHONE NUMBER: [redacted]

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

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

IF NO, NAME OF COUNTRY OF CITIZENSHIP: _____

ARE YOU A REGISTERED VOTER? ■ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: _____

Care360®

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
STI Coalition	2023	

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

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

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

□YES ■ NO

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

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

As a community liaison I would like to continue in providing services available in orange county

DATE: 05/31/23 **APPLICANTS SIGNATURE:** Josie Lopez

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

Date Received: _____ Received by: _____
Deputy Clerk of the Board of Supervisors

Date referred: _____

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

□ All BOS □ BCC Contact Person Name _____

ORANGE COUNTY HIV PLANNING COUNCIL Care360®

RECEIVED 5-31-23

APPLICATION FOR MEMBERSHIP

To apply for membership please complete the application.

Have you ever served on the Planning Council (Check Yes or No): ☒ Yes If yes, what year(s) _____ ☐ No

What was the reason you left: Family Leave

Have you ever served on a Committee (Check Yes or No): ☒ Yes ☐ No If yes, Which Committee(s):

Membership and PSAP

If you are no longer serving on the Committee(s), what was the reason you left: Family Leave

This application is for: (All members of the Planning Council are required to serve on a standing committee).

☒ Planning Council Voting Membership OR ☐ Planning Council Affiliate Membership (See definition on page A):

Check committee(s) below:

☐ Committee Membership(s) Only (Check committee(s) below):

☐ Client Advocacy (HCAC) ☐ Integrated Plan Committee ☐ Priority Setting, Allocations, and Planning (PSAP)

☒ Other HIV-related Committee: STI Coalition ✓

Contact Information: Your home address must match the address on your voter registration, if applicable.

Applicant's Name: Josie Lopez Date: 05-31-23

Home Address [redacted] State: CA Zip Code: [redacted]

Work Address: [redacted] ☐ N/A State: CA Zip Code: [redacted]

Email: [redacted]

Fax: [redacted]

What is your preferred contact phone number? [redacted]

May we leave a message at the above contact phone number? ☒ Yes ☐ No

May we fax HIV -related materials to the above fax number? ☒ Yes ☐ No

May we email HIV -related materials to the above email address? ☒ Yes ☐ No

City of employment/residence: Check the one that applies.

☐ **North County** (Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Villa Park, or Yorba Linda)

☒ **Central County** (Costa Mesa, Fountain Valley, Garden Grove, Huntington Beach, Irvine, Los Alamitos, Newport Beach, Santa Ana, Seal Beach, Stanton, Tustin, or Westminster)

☐ **South County** (Aliso Viejo, Dana Point, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest/El Toro, Mission Viejo, Rancho Santa Margarita, San Clemente, San Juan Capistrano, or Trabuco Canyon)

Voter Registration: Council Bylaws require that individuals who are eligible to vote be registered to vote. To register to vote go to registertovote.ca.gov

Are you a registered voter: ☒ Yes ☐ No, if no please explain: _____

Personal Profile:

Gender Identity: ☐ Male ☐ Female ☐ Transgender: Female-to-Male

☒ Transgender: Male-to-Female ☐ Not listed (specify): _____

Current Age: 56 Year of Birth: 1966

Cultural/Ethnic Identity: Check the ONE that best applies.

☐ African-American
☐ Asian (specify): _____
☒ Latino/a/x (specify): _____
☐ Pacific Islander (specify): _____
☐ White/Caucasian
☐ Decline to State

ORANGE COUNTY HIV PLANNING COUNCIL Care360®
APPLICATION FOR MEMBERSHIP (CONTINUED)

☐ Native American (specify Tribe/Nation: _____) ☐ Not listed (specify): _____

HIV Risk Category: Please check one of the categories below that best describes your possible risk for HIV.

☒ MSM (men who have sex with men) ☐ Person who injects drugs (PWID) ☐ MSM/PWID
☐ Heterosexual ☐ Perinatal ☐ Unknown/Not reported ☐ Other (Specify): _____

Federally Mandated Categories: The Planning Council is federally mandated to include individuals in its membership who represent the following groups. "Represent" means you are or provide HIV Services to people in these groups. Please select ALL that apply. If you have questions about the categories listed below, please contact (714) 834-8399:

☒ Health Care Providers, including Federally Qualified Health Centers
☒ Community Based Organizations serving affected populations/AIDS Service Organizations
☒ Social Service Provider, including housing and homeless service provider
☒ Mental Health Provider
☒ Substance Abuse Provider
☐ Local Public Health Agency
☐ Hospital Planning Agency or Health Care Planning Agency
☐ State Medicaid Agency
☐ State Part B Agency
☐ Part C Provider
☒ Part D Provider (If none, representative of organization with a history of serving children, youth, women, and families living with HIV)
☐ Other Federal HIV Program (Prevention Services)
☐ Other Federal HIV Program (Special Projects of National Significance (SPNS), AIDS Education and Training Centers (AETC), and Ryan White Dental)
☐ Other Federal HIV Program (HOPWA)
☐ Representative of/or PLWH who were formerly Federal, State or local prisoners that were released from custody the preceding three years and had HIV as of the date of release
☐ Non-Elected Community Leader
☐ Affected Communities: PLWH co-infected with Hepatitis B or C (you must sign a Protected Health Information disclosure)
☐ Affected Communities: PLWH and Historically Underserved Subpopulations
☒ General Community Member

Integrated Plan Committee: If you are applying to be a member of the Integrated Plan Committee, check membership categories you can represent. Please check ALL that apply or N/A.

☐ Person living with HIV
☐ Representatives of HIV Care Services
☐ Representatives of HIV Support Services
☐ Representatives of HIV Prevention Services
☐ Representatives of Affected Communities

Please describe below how you qualify to represent the category/ies marked above:

_____

_____

_____

_____

_____

Affirmation of Membership Commitment:

I commit to:

- **Participate in Council/committee meetings from beginning to adjournment.**
- **Prepare for each meeting by carefully reading all pre-distributed materials.**
- **Provide information regarding needs and priorities.**
- **Make recommendations considering the community needs and data <u>not</u> my special interests or personal perspectives.**
- **Disclose any conflicts of interest I may have relative to issues that come before the Council or committees.**
- **Follow the Bylaws and Rules of Respectful Engagement.**
- **Serve on at least one of the Council's committees.**

I commit to participate according to the current meeting schedule. I have considered my personal and professional commitments/obligations and do not foresee them as a barrier to my full participation on the Orange County HIV Planning Council.

I certify that all statements and representations made in this application are true and correct. Misrepresentation shall be a basis for revocation of my application/membership. I acknowledge that the information provided, aside from personal contact information, cannot be kept confidential and may be discussed publicly or otherwise become part of a public record.

Print Name: JOSIE LOPEZ

Signature: Josie Lopez Date: 05/31/23

(Continued on the next page)

ORANGE COUNTY HIV PLANNING COUNCIL Care360®
APPLICATION FOR MEMBERSHIP (CONTINUED)

Additional Information:

Are you a current or former employee of the County of Orange? ☐ Yes ☒ No

If employed, who is your current employer? Families Together-OC ☒ Does not apply

Type of Business/Agency HIV care Job Title Counselor

Is your current employment HIV related? ☒ Yes ☐ No

Briefly describe your responsibilities:

Assist Doctor with HIV Patients - PEP & PrEP Counselor - Please see Resume for details

HIV Testing Counselor

STI Counselor

Family PACT Counselor

Describe your community involvement. Please identify the organizations or agencies you have served and your participation or membership. Include your activities, responsibilities, accomplishments, and any boards/commissions on which you have served.

Volunteered at lgbtq+ The Center of Orange County

Volunteered at Radiant Health Centers AIDS Walk

Please see Resume for details

Explain why you wish to serve on the Orange County HIV Planning Council or one of its committees. You may attach a separate sheet, if necessary. Please indicate if attaching an additional sheet.

As a community Liaison I would like to continue in collaborating with other agencies & advocating in providing referral services available in Orange County

ORANGE COUNTY HIV PLANNING COUNCIL
CONFLICT OF INTEREST DISCLOSURE REPORT FORM

The Orange County HIV Planning Council has members who are professionally or personally affiliated with organizations (listed below) that receive funds that are allocated by the Council. Because of the potential for conflict of interest, current members and candidates for membership on the HIV Planning Council and its committees must complete this Disclosure Form. The following agencies currently receive funds allocated by the Council:

APAIT
Orange County Health Care Agency
Laguna Beach Community Clinic
Public Law Center
Radiant Health Centers
Shanti Orange County

Please complete either section (A), or section (B) below, as appropriate, and sign/date:

SECTION A

By my signatures below, I certify that:

I, my spouse or significant other, and/or dependent family member(s) **have not served** within the past **12 months** as staff, consultant, officer, or board member for any organization which has received funding from Ryan White Part A.

Signature: Josie Lopez **Date:** 05/31/23

Print or Type Name: JOSIE LOPEZ

SECTION B

By my signature below, I certify that:

I, my spouse or significant other, and/or dependent family member(s) **have served** within the past **12 months** as staff, consultant, officer, or board member for the following organization(s) receiving funding from Ryan White Part A.

Organization: _____

Period of Affiliation: _____

Title/Relationship: _____

(Please attach additional pages as necessary)

Signature: _____ **Date:** _____

Print or Type Name: _____

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

There are two categories for which a disclosure of health information is required. The information below describes the required disclosure of HIV status.

THESE AUTHORIZATIONS SHALL BECOME VALID IMMEDIATELY AND SHALL REMAIN IN EFFECT UNTIL REVOKED. REVOCATION CANNOT BE RETROACTIVE AND WILL ONLY IMPACT AUTHORIZATION OF DISCLOSURES AFTER THE DATE OF REVOCATION. DISCLOSURES ALREADY MADE, INCLUDING INCLUSION OF THIS INFORMATION IN PUBLIC RECORDS CANNOT BE REMOVED.

PURPOSE OF DISCLOSURE OF HIV STATUS: Applicants for the Planning Council or its committees are not required to provide personal health information, including HIV status. However, the Council is required to assure that at least 33% of its membership is composed of "unaligned consumers". These individuals must meet the following criteria:

1. Not be employed by, a board member of, or a paid consultant of a Ryan White Part A-funded Agency;
2. Be HIV-positive and receiving HIV-related services from a Ryan White Part A-funded provider; and
3. Be a resident of Orange County.

I meet all three of the criteria above ☐ Yes ☐ No

Are you receiving HIV services at a Ryan White Part A-funded Agency ☐ Yes ☒ No

If Yes, please indicate which Agency or Agencies _____

In order to be considered for membership as an "unaligned consumer" or an "affiliate," a person's HIV status must be publicly disclosed. If you are not applying as an unaligned consumer you **DO NOT** need to disclose your HIV status and you do not need to complete this form.

By signing this authorization, you are willingly disclosing your HIV status for membership purposes and you understand that this information will become a public record and will be discussed in open, public meetings. Your HIV and unaligned consumer status will be verified.

If you choose not to disclose your HIV status, you will still be considered for membership on the Orange County HIV Planning Council in other (non-consumer) membership categories, provided there is an open seat.

AUTHORIZATION TO DISCLOSE HIV STATUS

I, the undersigned, hereby voluntarily acknowledge that I am living with HIV and authorize the public DISCLOSURE of my HIV serostatus to the Orange County Office of HIV Planning and Coordination and the Orange County HIV Planning Council and understand that it may become part of public record.

Signature: _____ **Date:** _____

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

The information below describes the required disclosure of PLWH co-infected with Hepatitis B or C.

PURPOSE OF DISCLOSURE HEPATITIS B OR C STATUS: Another membership category is a PLWH co-infected with Hepatitis B or C. Applicants for the Planning Council or its committees are not required to provide personal health information, including HIV/Hepatitis B or C status. However, the Council is required to assure that at least one member fits the mandated category entitled PLWH co-infected with Hepatitis B or C.

In order to be considered for membership as a PLWH co-infected with Hepatitis B or C, a person's HIV and Hepatitis B or C status must be disclosed. If you are not applying as a PLWH co-infected with Hepatitis B or C you **DO NOT** need to disclose your HIV or Hepatitis B or C status and you do not need to complete this form.

By signing this authorization, you are willingly disclosing your HIV and Hepatitis B or C status for membership purposes and you understand that this information will become a public record and will be discussed in open, public meetings.

If you choose not to disclose your HIV or Hepatitis B or C status, you will still be considered for membership on the Orange County HIV Planning Council in other membership categories, provided there is an open seat.

AUTHORIZATION TO DISCLOSE HIV AND HEPATITIS B OR C STATUS

I, the undersigned, hereby voluntarily acknowledge that I am a PLWH co-infected with Hepatitis B or C and authorize the public DISCLOSURE of my HIV and Hepatitis B or C status to the Orange County Office of HIV Planning and Coordination and the Orange County HIV Planning Council and understand that it may become part of public record.

Signature: _____ Date: _____

disqualified from being considered for membership. However, if individuals do not pass the quiz, the individual will be assigned a mentor to assist in learning the Council roles and responsibilities.

Please circle answers below and submit your completed quiz with your application.

Applicant Name: Josie Lopez

1. The role of the Council is:
   A. Assess the needs of persons living with HIV (PLWH)
   B. Establish service category priorities
   C. Allocate funds to service categories
   (D) All of the Above

2. Council duties include _____ (Fill in the blank):
   A. Attend a new member orientation
   B. Take an Oath of Office
   C. Learn and follow the Council Bylaws, Rules of Respectful Engagement, and Robert's Rules of Order
   (D) All of the Above are Council Duties

3. All members must affirm their commitment to the Council. Which of the following is NOT part of the Affirmation of Membership Commitment?
   (A) Filling a Federally Mandated Membership Category
   B. Making recommendations considering community needs and data NOT special interests or personal perspectives
   C. Disclosure of any conflict of interest relative to issues that come before the Council or committees
   D. Serve on at least one of the Council's committees

4. In order to be considered an Unaligned Consumer on the Council; one must meet which of the following:
   A. Not be employed by, a board member of, or paid consultant a Ryan White Part A-funded provider
   B. Be HIV-positive and receiving HIV-related services from a Ryan White Part A-funded provider
   C. Be a resident of Orange County
   (D) All of the above are required to be an Unaligned Consumer of the Council

5. Which of the following is not a Rule of Respectful Engagement?
   A. We value differing interests and opinions
   (B) We only speak when the Chair acknowledges the member for comment
   C. We focus on the issue, not the person raising the issue
   D. We avoid making impassioned pleas and we make decisions based on data

JOSIE LOPEZ

[redacted]

Families Together of Orange County
Professional Experience

HIV Counseling & Testing Patients Navigator

- Assist doctor with Patients
- Scan patient's Charts into AXEIUM System
- Data entry into AXEIUM patient's Scheduling appointments
- Certified Counselor from State Office of AIDS,
- Rapid HIV testing screening finger perk
- Providing pre & post-test results and referrals
- Conduct conformation results to preliminary positive patients
- California Family PACT Counselor
- PEP & PrEP Counselor
- Provide appropriate referrals to linkage to care
- Bilingual English & Spanish

Radiant Health Centers of Orange County
Professional Experience

Coordinator HIV & STI Testing Counselor

- January 2018 to May 2022 Rapid HIV testing screening oral or finger perk
- Rapid Hepatitis-C testing screening finger perk
- Conduct conformation results to preliminary positive clients
- Provide appropriate referrals to linkage to care
- Data entry all pre and post counseling tests paperwork
  T to State of Office of AIDS LEO web (Local Evaluation Online)
- Generate report from LEO monthly from August 2017 to present
- Provide HIV testing screening at health fairs and AIDS Walk
- Collaborate with Radar Site to provide Rapid HIV testing screening oral or finger perk & Hepatitis-C testing screening finger perk
- Bilingual English & Spanish

Pacific Coast Medical Group
January 2004 to 2014

HIV Counseling & Testing Medical Records Management

- Assist doctor with Patients
- Scan patient's Charts into Hello Health Program
- Data entry patient's Scheduling into Hello Health Program
- Certified Counselor from State Office of AIDS, CHES
- Rapid HIV testing screening finger perk
- Providing pre & post-test results and referrals
- Conduct conformation results to preliminary positive patients
- Provide appropriate referrals to linkage to care
- Bilingual English & Spanish

The Center Orange County
February 1993 – March 2013

Health Educator Out-reach Worker Prevention Specialist

- Member of the Planning Council & Prevention Communities 1999 to 2010
- Facilitate in English & Spanish Work-Shops
- Facilitate peer discussion groups on HIV/AIDS and co-factors on related issues to HIV infection to high risk clients
- Develop advertising and promotion campaign for

- HIV/AIDS prevention and education
- Client Advocacy for HIV positive clients
- HIV/AIDS presentations at colleges & universities
- AA meetings and health fairs

April 1998 – March 2013 *HIV Testing Counselor Coordinator, CHES (Certified Health Educator Specialist)*

- Certified Counselor from the State Office of AIDS
- Supervise HIV testing, counseling & prevention services
- Conduct pre & post-test risk assessments
- Provide appropriate referrals to linkage to care
- Maintain counseling scheduling
- Providing pre & post-test results and referrals
- Advertise and promote testing site

June 2008 – March 2013 *Certified from the State Office of AIDS to perform*

- Rapid HIV testing oral screening or finger perk
- Conduct conformation results to preliminary positive clients
- Provide appropriate referrals to linkage to care
- Data entry all pre and post counseling tests paperwork to State of Office of AIDS LEO web (Local Evaluation Online)

Kirk Paper & Graphics
October 1989 – July 1997 *Assistant Manager and Customer Service Representative*

- Provide customer services support
- Inventory control
- Data entry to in-put orders
- Process phone orders
- Coordinate product deliveries
- Bookkeeping

References upon request

ORANGE COUNTY BOARD OF SUPERVISORS

Nomination for Boards, Commissions & Committees (Rev. 9/29/22)

Agenda Date: 8/22/23 Item # _____

To: Members of the Orange County Board of Supervisors

cc: Clerk of the Board of Supervisors

From: Health Care Agency

It is my intent to appoint:

Name: Kming Emma Rose Rosenthal

Address: [redacted]

City & Zip: [redacted]

Day Phone: [redacted] Fax Number: N/A E-mail address: N/A

To the: Orange County HIV Planning Council
(Name of Board, Commission or Committee)

Position Slot: Category: (G) affected communities, including people with HIV/AIDS, members of Federally recognized Indian tribe as represented in the population, individuals co-infected with hepatitis B or C and historically underserved groups and subpopulations

Name of incumbent being replaced or last known member: John Paquette

Term (Choose One):

- ☒ 2 Years Beginning Term Date: 8/22/23 to Expiration Term Date: 12/31/24
- ☐ Term Concurrent with Supervisor's Term of Office
- ☐ Term Concurrent with position

Vacancy occurred due to:

- ☐ Resignation (attach letter of resignation for resignations or expiration of term)
- ☐ Termination (provide reason for termination in remarks) ☐ Death
- ☐ Other (provide reason in remarks)

Nomination to: ☒ Appoint ☐ Reappointment ☐ Newly Formed Committee

Qualifications: ☒ Attached (must be attached for appointments and reappointments)

Remarks: _____

For Clerk of the Board Use Only

Clerk's Initials: _____ File I.D._____ Needs a COI ☐ Send Departure Letter ☐

Contact Name _____ Supporting Agency_____ ☐ Mail or ☐ Pony

Appoint/Complete: ☐ Term Years ___ ☐ Term Dates: _____ to _____
☐ CWS ☐ Other _____

Check one: ☐ Scheduled Vacancy ☐ Unscheduled Vacancy
Posted on _____ to_____ Certification of posting attached.

APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

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

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP (SEE LIST AT HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT):

HIV PLANNING COUNCIL AND COMMITTEE

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

APPLICANT NAME AND RESIDENCE ADDRESS:

First Name	Middle Name	Last Name
KMING	EMMA ROSE	ROSENTHAL

[redacted]

Street Address	City	State	Zip Code

[redacted] Home Phone Number

Cell Phone Number

*NOTE All POST TO: [redacted]

Email Address

CURRENT EMPLOYER: (No Longer working) due to AIDS

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

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

ARE YOU A CITIZEN OF THE UNITED STATES: ☒ YES ☐ NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ☒ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: South Orange County

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)

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

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

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

☐YES ☒ NO

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

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

DATE: 5-19-2023 **APPLICANTS SIGNATURE:** Irving E.R. Rosenthal

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

Date Received: _____ Received by: _____
Deputy Clerk of the Board of Supervisors

Date referred: _____

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

☐ All BOS ☐ BCC Contact Person Name _____

RECEIVED 5-24-23

ORANGE COUNTY HIV PLANNING COUNCIL

APPLICATION FOR MEMBERSHIP

To apply for membership please complete the application.

Have you ever served on the Planning Council (Check Yes or No): ☒ Yes If yes, what year(s) 1998-2012 ☐ No

What was the reason you left: My Health 2012"

Have you ever served on a Committee (Check Yes or No): ☒ Yes ☐ No If yes, Which Committee(s):

All where I chaired & co chaired AKA Clarence J. Bennett-Both "Toni"

If you are no longer serving on the Committee(s), what was the reason you left:

2013" I had my two hips replaced And with my case of AIDS I got very sick for years ... much better Now!

This application is for: (All members of the Planning Council are required to serve on a standing committee).

☒ Planning Council Voting Membership OR ☐ Planning Council Affiliate Membership (See definition on page A):
Check committee(s) below:

☒ Committee Membership(s) Only (Check committee(s) below):

☒ Client Advocacy (HCAC) ☐ Integrated Plan Committee ☐ Priority Setting, Allocations, and Planning (PSAP)
☒ Other HIV-related Committee: (QM)

Contact Information: Your home address must match the address on your voter registration, if applicable.

Applicant's Name: KMING EMMA ROSE ROSENTHAL Date: 5-A-2023

All post To:

Home Address: [redacted] State: CA Zip Code: ____

Work Address: ☐ N/A State: CA Zip Code:

Email: [redacted]

Fax: ____

What is your preferred contact phone number? [redacted] NEW! (mobile text only) [redacted]

May we leave a message at the above contact phone number? ☒ Yes ☐ No

May we fax HIV -related materials to the above fax number? ☐ Yes ☒ No

May we email HIV -related materials to the above email address? ☒ Yes ☒ No (PREFERRED)

City of employment/residence: Check the one that applies.

☐ **North County** (Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Villa Park, or Yorba Linda)

☐ **Central County** (Costa Mesa, Fountain Valley, Garden Grove, Huntington Beach, Irvine, Los Alamitos, Newport Beach, Santa Ana, Seal Beach, Stanton, Tustin, or Westminster)

☒ **South County** (Aliso Viejo, Dana Point, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest/El Toro, Mission Viejo, Rancho Santa Margarita, San Clemente, San Juan Capistrano, or Trabuco Canyon)

Voter Registration: Council Bylaws require that individuals who are eligible to vote be registered to vote. To register to vote go to registertovote.ca.gov

Are you a registered voter: ☒ Yes ☐ No, If no please explain: ____

Personal Profile:

Gender Identity: ☐ Male ☒ Female ☐ Transgender: Female-to-Male
☐ Transgender: Male-to-Female ☐ Not listed (specify): I DO NOT IDE AS (Transgender) BUT Female

Current Age: 74 Year of Birth: 3.30.49

Cultural/Ethnic Identity: Check the ONE that best applies.

☐ African-American
☒ Asian (specify): only 25"
☐ Latino/a/x (specify): ____
☒ Native American (specify Tribe/Nation: ____)
☒ Pacific Islander (specify): ____
☒ White/Caucasian
☐ Decline to State
☐ Not listed (specify): (Mix Ethnic Person)

(My mother Brazilian mix Chinese, & American Indian) (Cherokee Oklahoma Nation)

* (My Father is Hebrew/Jewish white)

ORANGE COUNTY HIV PLANNING COUNCIL
APPLICATION FOR MEMBERSHIP (CONTINUED)

HIV Risk Category: Please check one of the categories below that best describes your possible risk for HIV.

☐ MSM (men who have sex with men) ☐ Person who injects drugs (PWID) ☐ MSM/PWID
☒ Heterosexual ☐ Perinatal ☐ Unknown/Not reported ☐ Other (Specify): _____

Federally Mandated Categories: The Planning Council is federally mandated to include individuals in its membership who represent the following groups. "Represent" means you are or provide HIV Services to people in these groups. Please select ALL that apply. If you have questions about the categories listed below, please contact (714) 834-8399:

☐ Health Care Providers, including Federally Qualified Health Centers
☐ Community Based Organizations serving affected populations/AIDS Service Organizations
☐ Social Service Provider, including housing and homeless service provider
☐ Mental Health Provider
☐ Substance Abuse Provider
☐ Local Public Health Agency
☐ Hospital Planning Agency or Health Care Planning Agency
☐ State Medicaid Agency
☐ State Part B Agency
☐ Part C Provider
☐ Part D Provider (If none, representative of organization with a history of serving children, youth, women, and families living with HIV)
☐ Other Federal HIV Program (Prevention Services)
☐ Other Federal HIV Program (Special Projects of National Significance (SPNS), AIDS Education and Training Centers (AETC), and Ryan White Dental)
☐ Other Federal HIV Program (HOPWA)
☐ Representative of/or PLWH who were formerly Federal, State or local prisoners that were released from custody the preceding three years and had HIV as of the date of release
☐ Non-Elected Community Leader
☒ Affected Communities: PLWH co-infected with Hepatitis B or C (you must sign a Protected Health Information disclosure)
☒ Affected Communities: PLWH and Historically Underserved Subpopulations
☒ General Community Member

Integrated Plan Committee: If you are applying to be a member of the Integrated Plan Committee, check membership categories you can represent. Please check ALL that apply or N/A.

☒ Person living with HIV & AIDS 1996" OVER 27 YEARS
☐ Representatives of HIV Care Services
☐ Representatives of HIV Support Services
☐ Representatives of HIV Prevention Services
☐ Representatives of Affected Communities

Please describe below how you qualify to represent the category/ies marked above: (blood transfusion)

I HAVE BEEN living with AIDS, which I got IN Bad ~~blood~~ back in MS. IN 1982" my DAD WAS driving the car when ~~he~~ I had Automobile Accident (I loss A lot of blood.) I got the NEWS ("I had AIDS 1996") It took that long to get me sick, I never got sick be for 1996"

Kining Barnhart

Affirmation of Membership Commitment:

I commit to:

- Participate in Council/committee meetings from beginning to adjournment.
- Prepare for each meeting by carefully reading all pre-distributed materials.
- Provide information regarding needs and priorities.
- Make recommendations considering the community needs and data **not** my special interests or personal perspectives.
- Disclose any conflicts of interest I may have relative to issues that come before the Council or committees.
- Follow the Bylaws and Rules of Respectful Engagement.
- Serve on at least one of the Council's committees.

I commit to participate according to the current meeting schedule. I have considered my personal and professional commitments/obligations and do not foresee them as a barrier to my full participation on the Orange County HIV Planning Council.

I certify that all statements and representations made in this application are true and correct. Misrepresentation shall be a basis for revocation of my application/membership. I acknowledge that the information provided, aside from personal contact information, cannot be kept confidential and may be discussed publicly or otherwise become part of a public record.

Print Name: KAMING EMMA ROSE ROSENTHAL

Signature: Kaming Emma Rose Rosenthal Date: 5-19-2023

(Continued on the next page)

ORANGE COUNTY HIV PLANNING COUNCIL
APPLICATION FOR MEMBERSHIP (CONTINUED)

Additional Information:

Are you a current or former employee of the County of Orange? ☐ Yes ☒ No

If employed, who is your current employer? _____ ☒ Does not apply

Type of Business/Agency _____ Job Title _____

Is your current employment HIV related? ☐ Yes ☐ No

Briefly describe your responsibilities:

I have not worked from the Date I received my diagnosed of AIDS 1996"

Describe your community involvement. Please identify the organizations or agencies you have served and your participation or membership. Include your activities, responsibilities, accomplishments, and any boards/commissions on which you have served.

I am currently seated on A committe on HIV Services with (Radiant Health care) advocating for clients living with HIV I Also volunteer Newport Beach Library / literacy LAB helping others for over 30 years...

Explain why you wish to serve on the Orange County HIV Planning Council or one of its committees. You may attach a separate sheet, if necessary. Please indicate if attaching an additional sheet.

I feel, so much has been done to keep me well over All these years. I can't help wanting to give back and help. I hope others living with HIV. I think I can be helpful the Planning Council. I hope to serve as many committees as my health will allow.

ORANGE COUNTY HIV PLANNING COUNCIL
CONFLICT OF INTEREST DISCLOSURE REPORT FORM

The Orange County HIV Planning Council has members who are professionally or personally affiliated with organizations (listed below) that receive funds that are allocated by the Council. Because of the potential for conflict of interest, current members and candidates for membership on the HIV Planning Council and its committees must complete this Disclosure Form. The following agencies currently receive funds allocated by the Council:

APAIT
Orange County Health Care Agency
Laguna Beach Community Clinic
Public Law Center
Radiant Health Centers
Shanti Orange County

Please complete either section (A), or section (B) below, as appropriate, and sign/date:

SECTION A

By my signatures below, I certify that:

I, my spouse or significant other, and/or dependent family member(s) **have not served** within the past **12 months** as staff, consultant, officer, or board member for any organization which has received funding from Ryan White Part A.

Signature: Kming E.R. Rosenthal **Date:** 5.19.23

Print or Type Name: Kming Emma Rose Rosenthal

SECTION B

By my signature below, I certify that:

I, my spouse or significant other, and/or dependent family member(s) **have served** within the past **12 months** as staff, consultant, officer, or board member for the following organization(s) receiving funding from Ryan White Part A.

Organization: _____

Period of Affiliation: _____

Title/Relationship: _____

(Please attach additional pages as necessary)

Signature: _____ **Date:** _____

Print or Type Name: _____

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

There are two categories for which a disclosure of health information is required. The information below describes the required disclosure of HIV status.

THESE AUTHORIZATIONS SHALL BECOME VALID IMMEDIATELY AND SHALL REMAIN IN EFFECT UNTIL REVOKED. REVOCATION CANNOT BE RETROACTIVE AND WILL ONLY IMPACT AUTHORIZATION OF DISCLOSURES AFTER THE DATE OF REVOCATION. DISCLOSURES ALREADY MADE, INCLUDING INCLUSION OF THIS INFORMATION IN PUBLIC RECORDS CANNOT BE REMOVED.

PURPOSE OF DISCLOSURE OF HIV STATUS: Applicants for the Planning Council or its committees are not required to provide personal health information, including HIV status. However, the Council is required to assure that at least 33% of its membership is composed of "unaligned consumers". These individuals must meet the following criteria:

1. Not be employed by, a board member of, or a paid consultant of a Ryan White Part A-funded Agency;
2. Be HIV-positive and receiving HIV-related services from a Ryan White Part A-funded provider; and
3. Be a resident of Orange County.

I meet all three of the criteria above ☒ Yes ☐ No

Are you receiving HIV services at a Ryan White Part A-funded Agency ☒ Yes ☐ No

If Yes, please indicate which Agency or Agencies Radiant Healthcare / AKA ASF

In order to be considered for membership as an "unaligned consumer" or an "affiliate," a person's HIV status must be publicly disclosed. If you are not applying as an unaligned consumer you **DO NOT** need to disclose your HIV status and you do not need to complete this form.

By signing this authorization, you are willingly disclosing your HIV status for membership purposes and you understand that this information will become a public record and will be discussed in open, public meetings. Your HIV and unaligned consumer status will be verified.

If you choose not to disclose your HIV status, you will still be considered for membership on the Orange County HIV Planning Council in other (non-consumer) membership categories, provided there is an open seat.

AUTHORIZATION TO DISCLOSE HIV STATUS

I, the undersigned, hereby **voluntarily** acknowledge that I am living with HIV and authorize the public DISCLOSURE of my HIV serostatus to the Orange County Office of HIV Planning and Coordination and the Orange County HIV Planning Council and understand that it may become part of public record.

Signature: Kristine E.A. Rosenthal **Date:** 5-19-2023

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

The information below describes the required disclosure of PLWH co-infected with Hepatitis B or C.

PURPOSE OF DISCLOSURE HEPATITIS B OR C STATUS: Another membership category is a PLWH co-infected with Hepatitis B or C. Applicants for the Planning Council or its committees are not required to provide personal health information, including HIV/Hepatitis B or C status. However, the Council is required to assure that at least one member fits the mandated category entitled PLWH co-infected with Hepatitis B or C.

In order to be considered for membership as a PLWH co-infected with Hepatitis B or C, a person's HIV and Hepatitis B or C status must be disclosed. If you are not applying as a PLWH co-infected with Hepatitis B or C you **DO NOT** need to disclose your HIV or Hepatitis B or C status and you do not need to complete this form.

By signing this authorization, you are willingly disclosing your HIV and Hepatitis B or C status for membership purposes and you understand that this information will become a public record and will be discussed in open, public meetings.

If you choose not to disclose your HIV or Hepatitis B or C status, you will still be considered for membership on the Orange County HIV Planning Council in other membership categories, provided there is an open seat.

AUTHORIZATION TO DISCLOSE HIV AND HEPATITIS B OR C STATUS

I, the undersigned, hereby voluntarily acknowledge that I am a PLWH co-infected with Hepatitis B or C and authorize the public DISCLOSURE of my HIV and Hepatitis B or C status to the Orange County Office of HIV Planning and Coordination and the Orange County HIV Planning Council and understand that it may become part of public record.

Signature: Irving E. L. Rosenthal **Date:** 5-19-2023

disqualified from being considered for membership. However, if individuals do not pass the quiz, the individual will be assigned a mentor to assist in learning the Council roles and responsibilities.

Please circle answers below and submit your completed quiz with your application.

Applicant Name: KMING EMMA ROSE ROSENTHAL

1. The role of the Council is:
   A. Assess the needs of persons living with HIV (PLWH)
   B. Establish service category priorities
   C. Allocate funds to service categories
   (D.) All of the Above

2. Council duties include D. (Fill in the blank):
   A. Attend a new member orientation
   B. Take an Oath of Office
   C. Learn and follow the Council Bylaws, Rules of Respectful Engagement, and Robert's Rules of Order
   D. All of the Above are Council Duties

3. All members must affirm their commitment to the Council. Which of the following is **NOT** part of the Affirmation of Membership Commitment?
   A. Filling a Federally Mandated Membership Category
   (B.) Making recommendations considering community needs and data **NOT** special interests or personal perspectives
   C. Disclosure of any conflict of interest relative to issues that come before the Council or committees
   D. Serve on at least one of the Council's committees

4. In order to be considered an Unaligned Consumer on the Council; one must meet which of the following:
   A. Not be employed by, a board member of, or paid consultant a Ryan White Part A-funded provider
   (B.) Be HIV-positive and receiving HIV-related services from a Ryan White Part A-funded provider
   C. Be a resident of Orange County
   (D.) All of the above are required to be an Unaligned Consumer of the Council

5. Which of the following is not a Rule of Respectful Engagement?
   A. We value differing interests and opinions
   B. We only speak when the Chair acknowledges the member for comment
   C. We focus on the issue, not the person raising the issue
   (D.) We avoid making impassioned pleas and we make decisions based on data

JUNE 14, 2023

To The Attention of HIV planning Councel and Committees

Resume of KMING EMMA Rosethal

It is with humility I Submit my Resume to be considered to returning to the planning Council and it's sub-committees after being AWAY some 13 years of absence due to poor health.

I would like to return with no selfish concern for my self but to serve others living with HIV/AIDS

I have lived now 27 years after receiving a AIDS diagnosa in 1996" my T cell count WAS (408 T cells) 5 years later I join the planning Councel wanting to give back.

I Know the importance of these meetings hearing out other people and their needs, in our Community and County.

The needs of their families living with HIV (or) just being (diagnosis) and need to Know what to do next were to go. Hearing out everyones Joies.

To serve with no prejudice I see there is much more work to be done on Aging, housing And lots more this work is far from being done how more then ever this work is very important even today and Not foget our very short PASS. It is my hope this body of membership Comittee will go back to the Archives of membership And read look into my late Service. I Kept good attendance while being on the following Committees Q.m, Housing, prevention, priority Setting, clientAdvocacy, membership committee and Executive committee as chair offices

many duties while having good understanding of The Brown Act, Council Bylaws and Each Committee policies and procedures, I took my oath of Serving very Seriously which my records should show. I have a very real sense of working with others in order to Achieve a good out come that way we are really helping others not on the Committee but in our Community

Thank you for your consideration my being reinstalled

Hming E. & Rosenthal

Board of Supervisors

Memorandum

RECEIVED
CLERK OF THE BOARD
AUG 16 2023

S33F

To: Chairman Donald P. Wagner, Supervisor, Third District

From: Supervisor Vicente Sarmiento, 2nd District

Date: August 16, 2023

RE: **Add Supplemental Item to August 22, 2023 Board Meeting Agenda – Appoint Tracy La to the Housing and Community Development Commission**

Supervisor Sarmiento requests a supplemental item be placed on the August 22, 2023 Board of Supervisors meeting, acting as Orange County Housing Authority, to appoint Tracy La to the Housing and Community Development Commission for the term 7/1/23-6/30/25. Tracy will be replacing Muriel Ullman, term ended June 30, 2023.

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

APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

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

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

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

Housing and Community Development Commission (COI)

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Tracy La

First Name Middle Name Last Name

Santa Ana CA

Street Address City State Zip Code

Home Phone Number Cell Phone Number

Email Address

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER: (

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

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

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ■ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)

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

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

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

□YES ■ NO

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

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

To make a positive impact on the housing challenges faced by low-income and homeless families in our community. I believe my background and commitment in addressing housing needs will enable me to contribute effectively in providing valuable advice to the Board of Commissioners.

DATE: August 9, 2023 **APPLICANTS SIGNATURE:** Tram La

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

Date Received: _____ Received by: _____
Deputy Clerk of the Board of Supervisors

Date referred: _____

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

□ All BOS □ BCC Contact Person Name _____

Tracy La

KEY SKILLS: Nonprofit Management • Community Outreach and Engagement • Fundraising • Grant Writing • Budget Development and Management • Economic Development • Strategic Planning • Housing Assistance for Low-Income Residents • Housing Support for Mobile Home Residents and Renters • Program Development

PROFESSIONAL EXPERIENCE

Advisory Committee Member **Feb 2019 – Present**

Orange County Registrar of Voters - Language Accessibility Advisory Committee *Orange County, CA*

- Provides insight and suggestions around the needs of language minority communities, specifically for Vietnamese speakers, pertaining to Vote Centers and all mail-ballot elections

Co-Founder and Executive Director **Feb 2018 – Present**

VietRISE *Orange County, CA*

- Develops and manages VietRISE's strategic plan, operations, programs, communications, and campaigns focused on housing accessibility, immigrant rights, developing community leaders, and improving the health and living conditions of low-income Vietnamese and immigrant communities in Orange County;
- Hires, coaches, and manages a staff team of seven and volunteer-base of over fifty members
- Fundraises and manages over at least $1 million in income per year and an annual operating budget of $650,000
- Partnered with Santa Ana councilmember Phan to host a clinic and assisted over 120 Vietnamese-speaking seniors with applying for Section 8 housing vouchers

Advisory Committee Member **Nov 2020 - Jan 2022**

Little Saigon Blueprint for Investment, City of Westminster Westminster, CA

- Advised the City of Westminster on the City's strategic plan to boost the economic vitality and quality of place of the Little Saigon commercial district, which was eventually adopted by the City Council in 2022 and received $50,000 for its implementation
- Provided insight and direction on strategies to boost business retention and attraction, district marketing, redevelopment (public and private realms), and organizational capacity; led effort to collect 50 feedback surveys on the plan from youth in Little Saigon

Website and Social Media Developer **Nov 2014 – Jun 2017**

UC Irvine Office of Equal Opportunity and Diversity (OEOD) Irvine, CA

- Designed, created, and maintained the OEOD and Sexual Harassment / Title IX Officer department websites
- Updated the department websites for web accessibility and inclusivity to ensure its content are accessible for all visitors, especially those with disabilities and those with socio-economic restrictions on web bandwidth and speed

EDUCATION & ACTIVITIES

University of California, Irvine (UCI) **Sept 2013 - Jun 2017**

Bachelor of Arts in Political Science & Social Policy and Public Service – *double major* *Irvine, CA*

- Served for 1-year as chair of the Student Programming Funding Board, reviewed and selected proposals for funding toward campus programs submitted by student organizations; managed a budget of $110,000
- Served for 1-year each on the Council on Planning and Budget; Advisory Council on Campus Climate, Culture, and Inclusion; and Alumni Association Board of Directors

LEADERSHIP EXPERIENCE

Fellow **Jan 2023 – Present**

NLC Institute, New Leaders Council - LA Chapter Orange County, CA

- Serves as a fellow in NLC, a national non-profit organization that develops, connects, and uplifts inclusive, cross-sector leaders who transform the country through social and political change rooted in equity

Co-Chair **Feb 2020 – Feb 2022**

Orange County Civic Engagement Table (OCCET) *Orange County, CA*

- Coached the Executive Director and provided feedback on key decisions related to table governance, fundraising, and program vision; ensured OCCET is meeting its mission, and reviewed quarterly budgets and fundraising projections

Youth Organizing Intern **Jun 2017 - Feb 2018**

Korean Resource Center

- Organized community forums and educational workshops for youth on civil rights, civic education, and local school and city policies and its impact on low-income immigrants in Orange County

Student Body President **Jun 2016 – Jun 2017**

Associated Students of UCI (ASUCI) *Irvine, CA*

- Elected as undergraduate student body president of the Associated Students of UCI (ASUCI)
- Directed ASUCI's voter registration campaign which registered over 6,000 students to vote in 2016
- Co-wrote the student government constitution and bylaws, and oversaw the implementation of the new constitution
- Elected by fellow student presidents to serve as co-chair of the UC Council of Student Body Presidents

Legislative Intern, **Jun 2015 – Mar 2016**

U.S. House of Representatives, 46th District Office Garden Grove, CA

- Represented the Member's office at community events, researched information to assist with legislation, drafted memorandums, responded to constituent inquiries, and provided support on constituent casework

VOLUNTEER EXPERIENCE

Implementation and Advisory Committee Member **Sep 2021 - Present**

i-Center California Oakland, CA

- Co-leading a design process for a statewide Power Building Infrastructure Center ("i-Center") to strengthen CA's justice movements as a response to the overlapping economic, political, health and environmental crises in CA communities

Founding Advisory Board Member **Sep 2020 – Present**

Harbor Institute for Immigrant and Economic Justice *Orange County, CA*

- Advises and works with the director and board on the strategic direction of the organization, a think tank dedicated to advancing immigrant and economic justice through movement building, policy development, and advocacy that improves the lives of working-class immigrants and refugees

RELEVANT PUBLICATIONS

- Provided Editorial Direction for Clark, Joshua, and Miriam Magaña López. "Vietnamese Voices from Orange County, CA: Narratives of Community, Government, and Change." Othering & Belonging Institute, University of California, Berkeley, CA, 2022.

County Executive Office

Memorandum

RECEIVED
CLERK OF THE BOARD
AUG 17 2023

August 15, 2023

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: 2023.08.15 14:54:35 -07'00'

Subject: Exception to Rule 21

S33G

The County Executive Office is requesting a Supplemental Agenda Staff Report for the August 22, 2023, Board Hearing.

Agency: Sheriff-Coroner
Subject: FY 2022-23 Federal Equitable Sharing Agreement and Certification
Districts: All Districts

Reason Item is Supplemental: The FY 2022-23 Federal Equitable Sharing Agreement and Certification was unavailable to go as a regular item on the August 22, 2023, Board meeting. The Agenda Staff Report and attachment were finalized after the filing deadline to the Clerk of the Board.

Justification: The Sheriff-Coroner Department is requesting this item be placed on the August 22, 2023, Board agenda in order to comply with the Federal Equitable Sharing Program from the U.S. Department of Justice and U.S. Department of the Treasury, which requires the Equitable Sharing Agreement and Certification to be submitted no later than September 1, 2023.

Concur:

Donald P. Wagner, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item S33G
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
CLERK OF THE BOARD
AUG 17 2023

MEETING DATE:	8/22/23
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	Sheriff-Coroner Department
DEPARTMENT HEAD REVIEW:	*Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Brian Wayt (714) 647-1803 Andrew Stephens (714) 647-1833

SUBJECT: FY 2022-23 Federal Equitable Sharing Agreement and Certification

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: 2023.08.15 14:54:17 -07'00'	Approved as to Form	Discussion
CEO Signature	*Action*	3 Votes Board Majority
	County Counsel Signature	

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

Staffing Impact: N/A **# of Positions:** N/A **Sole Source:** N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A **County Audit in last 3 years** No

Prior Board Action: 8/23/2022 #S37K, 8/24/2021 #S33G, 6/22/2021 #29, 8/25/2020 #S34C

RECOMMENDED ACTION(S)

Approve and authorize the execution of the Federal Equitable Sharing Agreement and Certification for FY 2022-23, pertaining to federally-forfeited property or proceeds of such property received for the Sheriff-Coroner Department.

SUMMARY:

Approval of the Federal Equitable Sharing Agreement and Certification for the Sheriff-Coroner Department will allow the Sheriff-Coroner Department to comply with the guidelines of the Federal Equitable Sharing Program.

BACKGROUND INFORMATION:

The Sheriff-Coroner Department (Sheriff) participates in the Federal Equitable Sharing Program. The Federal Equitable Sharing Program is a U.S. Department of Justice and U.S. Department of the Treasury program designed to enhance cooperation among federal, state and local law enforcement agencies through the sharing of proceeds resulting from federal narcotics forfeitures. The Federal Equitable Sharing

Agreement and Certification (ESAC) is required for participation in the Federal Equitable Sharing Program. The document pertains to narcotics forfeiture assets that are received by and are attributable to the law enforcement efforts of the Sheriff.

The ESAC binds Sheriff and the Board of Supervisors (Board) to the statutes and guidelines that regulate shared assets for participating in the Federal Equitable Sharing Program and the restrictions upon the use of federally-forfeited property or proceeds from such property that is equitably shared. The ESAC indicates that Sheriff and the Board certify that the accounting of funds received and spent by Sheriff during the preceding fiscal year is accurate and in compliance with the guidelines and statutes that govern the equitable sharing program. If the recipient agency fails to comply with the provisions of the ESAC, the recipient agency could be barred from further participation in the sharing program; could be subject to civil actions to enforce the agreements; or, where warranted, could be subject to federal criminal prosecution for false statements or fraud involving theft of federal program funds.

Macias, Gini & O'Connell LLP conducted the annual Single Audit (Audit) for the year ended June 30, 2018. The Audit disclosed that six equipment purchases did not reconcile with the location indicated on Sheriff's property records, one equipment purchase did not have the correct serial number on Sheriff's property records and six assets were not tagged with an asset identification number for tracking purposes. It was recommended that Sheriff make the appropriate corrections. Sheriff complied with the request.

Additionally, the U.S. Department of the Treasury conducted an audit of Regional Narcotics Suppression Program (RNSP) in 2019 for fiscal years ending in 2015, 2016 and 2017. The U.S. Department of the Treasury had an audit finding: In FY 2014-15, RNSP overstated U.S. Department of the Treasury equitable sharing receipts by $5,477.09. To correct this error, RNSP was directed to amend its ESAC and report $5,477.09 on Line M, Non-categorized expenditures. RNSP complied with the directive.

The Board approved the closeout ESAC report for Fund 118 and Fund 125 at its June 22, 2021, meeting. Based on the July 2018 Equitable Sharing Program guidelines, agencies participating in task forces may designate one task force member agency to serve as the fiduciary agency for the task force. The fiduciary agency may submit one Equitable Sharing Request form and one ESAC on behalf of the task force. In order for Sheriff to comply with the guidelines, the RNSP Fund 118, RNSP - U.S. Department of Justice and Fund 125, RNSP - U.S. Department of Treasury were closed in FY 2020-21 and the residual account balances were transferred to Sheriff Fund 132, Sheriff Narcotics Program - U.S. Department of Justice and Fund 139, Sheriff Narcotics Program - U.S. Department of the Treasury.

U.S. Department of Justice (DOJ) Office of the Inspector General conducted an audit of Sheriff's DOJ equitable sharing funds for FY 2018-19 and FY 2019-20. During the Audit, DOJ found a discrepancy in the ESAC reported for FY 2018-19 ending balance and subsequent FY 2019-20 beginning balance. The discrepancy had previously been corrected in the Sheriff FY 2020-21 ESAC filing. Therefore, no additional actions were required.

In addition, the Board approved past ESACs on August 23, 2022, August 24, 2021, August 25, 2020, and August 27, 2019. The reports that are required to be submitted are based on data collected throughout the fiscal year end. Sheriff requests that the Board approve the ESAC for Sheriff-Coroner Department for FY 2022-23 as referenced in the Recommended Action. The ESAC is submitted electronically; the Sheriff has reviewed and approved the FY 2022-23 ESAC.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – FY 2022-23 Agreement and Certification for the Sheriff-Coroner Department

OMB Number 1123-0011
Expires: December 31, 2024

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: CA0300000
Agency Name: Orange County Sheriff-Coroner Department **Type:** Sheriff's Office
Mailing Address: 320 N. Flower St. Suite 108
Santa Ana, CA 92703

Agency Finance Contact
Name: Jamili, Daphne
Phone: 7148346057 **Email:** DJamili@ocsheriff.gov

Jurisdiction Finance Contact
Name: Chung, Lindsay
Phone: 7148346622 **Email:** LDChung@ocsheriff.gov

ESAC Preparer
Name: Jamili, Daphne
Phone: 7148346057 **Email:** DJamili@ocsheriff.gov

FY End Date: 06/30/2023 **Agency FY 2024 Budget:** $11,992,655.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$11,372,537.69	$1,852,005.30
2	Equitable Sharing Funds Received	$6,489,909.88	$184,756.40
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.00
4	Other Income	$459.80	$0.00
5	Interest Income	$0.00	$38,572.39
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$6,490,369.68	$223,328.79
7	Equitable Sharing Funds Spent (total of lines a - n)	$2,969,661.02	$1,633,333.61
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$14,893,246.35	$442,000.48

[1]Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	$1,410,629.93	$729.45
b	Training and Education	$22,440.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$696.00	$1,620,496.55
d	Law Enforcement Equipment	$1,428,676.91	$1,322.61
e	Joint Law Enforcement/Public Safety Equipment and Operations	$0.00	$0.00
f	Contracts for Services	$79,970.86	$10,785.00
g	Law Enforcement Travel and Per Diem	$27,146.03	$0.00
h	Law Enforcement Awards and Memorials	$101.29	$0.00
i	Drug, Gang, and Other Education or Awareness Programs	$0.00	$0.00
j	Matching Grants	$0.00	$0.00
k	Transfers to Other Participating Law Enforcement Agencies	$0.00	$0.00
l	Support of Community-Based Programs	$0.00	
m	Non-Categorized Expenditures	$0.00	$0.00
n	Salaries	$0.00	$0.00
	Total	$2,969,661.02	$1,633,333.61

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds
Other-Surplus	$459.80	

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Civil Rights Cases

Name of the Case	Type of Discrimination Alleged			
Rehan Zakir vs. County of Orange	☒ Race	☐ Color	☒ National Origin	☐ Gender
	☐ Disability	☐ Age	☒ Other: Religious Creed	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Andersen, Jessica
Company: Eide Bailly LLP
Phone: (949) 768-0833 **Email:** jandersen@eidebailly.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES [X] NO [ ] THRESHOLD NOT MET [ ]

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 974916

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☒ **Yes** ☐ **No**

Agency Head

Name: Barnes, Don
Title: Sheriff-Coroner
Email: ddbarnes@ocsheriff.gov

Signature: _____ Date: 8/11/2023

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Wagner, Donald P.
Title: Chairman, Board of Supervisors
Email: Donald.Wagner@ocgov.com

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Date Printed: 08/10/2023

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA
Annie Loo

Digitally signed by Annie Loo
DN: cn=Annie Loo, o=County Counsel, ou, email=annie.loo@coco.ocgov.com, c=US
Date: 2023.08.14 08:30:20 -07'00'

County Executive Office

Memorandum

RECEIVED
CLERK OF THE BOARD
AUG 17 2023

August 15, 2023

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: 2023.08.15 11:40:11 -07'00'

Subject: Exception to Rule 21

S33H

The County Executive Office is requesting a Supplemental Agenda Staff Report for the August 22, 2023, Board Hearing.

Agency: Sheriff-Coroner
Subject: Approve Amendment No. 1 to the Siemens Industry Inc. Contract
Districts: District 2

Reason Item is Supplemental: This ASR is being requested to be submitted as a supplemental due to the challenges in obtaining the required signatures from the contractor in a timely manner. The Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Justification: This item must be heard on the August 22, 2023, Board of Supervisors Meeting and cannot be moved to a later Board date as this would result in retroactive approval of the amendment.

Concur:

Donald P. Wagner, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item S33H
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
CLERK OF THE BOARD
AUG 17 2023

MEETING DATE:	8/22/23
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	2
SUBMITTING AGENCY/DEPARTMENT:	Sheriff-Coroner
DEPARTMENT HEAD REVIEW:	*Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Brian Wayt (714) 647-1803 Dave O'Connell (714) 935-6844

SUBJECT: Approve Amendment Number One to renew the Siemens Industry Inc. Contract

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: 2023.08.15 11:39:53 -07'00'	Approved as to Form	Discussion
CEO Signature	*Action*	3 Votes Majority
	County Counsel Signature	

Budgeted: Yes **Current Year Cost:** $142,620 **Annual Cost:** FY 2024-25 $23,164

Staffing Impact: N/A **# of Positions:** N/A **Sole Source:** Yes

Current Fiscal Year Revenue: N/A

Funding Source: GF: 100% **County Audit in last 3 years** No

Prior Board Action: 8/25/2020 #S34B, 8/27/2019 #S39D, 7/11/2017 #20, 9/1/2015 #10

RECOMMENDED ACTION(S)

Authorize the County Procurement Officer or Deputized designee to execute Amendment Number One to renew the sole source contract with Siemens Industry Inc., for preventive maintenance and repairs to the Theo Lacy Facility and Coroner facility energy management system hardware and software, for the term of September 1, 2023, through August 31, 2024, in an amount not to exceed $165,784, for a cumulative not to exceed amount of $535,216, renewable for one additional one-year term.

SUMMARY:

Approval of Amendmennt Number One to renew the sole source contract with Siemens Industry Inc. will allow the Sheriff-Coroner Department to continue to provide for maintenance and repairs to the energy management systems at the Theo Lacy Facility and the Coroner facility.

BACKGROUND INFORMATION:

On September 1, 2015, the Board of Supervisors (Board) approved a new sole source contract with Siemens Industry Inc. (Siemens). This contract is for Energy Management System, Hardware and Software

Maintenance and repair Services for the Theo Lacy Jail and Coroner Facilities. Siemens will provide 24 hour round the clock system and software system trouble shooting and diagnostic via on-line modem. Existing on-line equipment, plus Siemens Apogee 3X system updates enable contractor's local office to remotely log-on to the County Apogee Management System. Siemens will perform filed pane inspections, diagnostics, analyze results and make recommendations for all 62 terminal equipment controllers. Siemens will also provide two-hour emergency response for on-line service and four-hour emergency response for on-site service; and perform preventive maintenance and repair or replacement of failed or worn components to maintain the system in peak operating conditions.

Siemens is the sole source contractor for factory trained, authorized technicians and genuine factory replacement parts for the Siemens electronic controls installed during construction of the facilities. This equipment is critical for the proper operation of the heating, ventilation and air conditioning system.

The table below lists the recent contract history with Siemens.

Board of Supervisors (Board) Approved	Amendment Number or Contract	Contract Term	Contract Amount	Comments
9/1/15	Contract	9/1/15 - 8/31/17	$146,128	New contract approved pursuant to the County's 2012 Contract Policy Manual, Section 3.1.
7/11/17	1	9/1/17 – 8/31/19	$154,576	Contract increase and; Renewed contract pursuant to the County's 2012 Contract Policy Manual, Section 3.1.
8/27/19	2	9/1/19 – 8/31/20	$80,600	Amendment Number Two approved pursuant to the County's 2018 Contract Policy Manual, Section 3.1.
8/25/20	Contract	9/1/20 - 8/31/23	$369,432	New contract approved pursuant to the County's 2019 Contract Policy Manual, Section 3.1.

Contractor performance has been confirmed as at least satisfactory. The Sheriff-Coroner Department (Sheriff) has verified that there are no concerns that must be addressed with respect to contractor's ownership/name, litigation status or conflicts with County interests.

Sheriff now requests Board approval of Amendment Number One to renew the sole source contract with Siemens as noted in the Recommended Action. This amendment is submitted less than 30 days prior to the start date, as the vendor was unable to return the signed contract in time to file for previous Board meetings. This contract does not currently included subcontractors or pass through to other providers. See Attachment C for the Contract Summary Form. The Orange County Preference Policy is not applicable to this contract renewal.

FINANCIAL IMPACT:
Appropriations for this contract are included in the Sheriff-Coroner's FY 2023-24 Budget for Budget Control 060, and will be included in the budgeting process for future fiscal years. The contract contains

language allowing the Sheriff-Coroner Department to terminate the contract without penalty with cause or after 30 days of written notice without cause in the event that funding is reduced and/or not available to continue funding the agreement.

STAFFING IM PACT:

N/A

ATTACHMENT(S):

Attachment A – Amendment Number One to Contract MA-060-20011594
Attachment B – Redline of Original Contract
Attachment C – Contract Summary Form

AMENDMENT NUMBER ONE
TO
CONTRACT MA-060-20011594
BETWEEN THE
COUNTY SHERIFF-CORONER DEPARTMENT
AND
SIEMENS INDUSTRY INC

This AMENDMENT NUMBER ONE to Contract Number MA-060-20011594 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the State of California with a place of business at 320 N. Flower Street, 2nd Floor, Santa Ana, CA 92703 (hereinafter "COUNTY") and Siemens Industry, Inc. (hereinafter "CONTRACTOR") with a place of business at 10775 Business Center Drive, Cypress, CA 90630, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract Number MA-060-20011594 on September 1, 2020 for Energy Management System Hardware/Software Maintenance and Repair Services, for a three (3) year term of September 1, 2020 through and including August 31, 2023, in an amount not to exceed $369,432 renewable for two (2) additional one-year terms (hereinafter "ORIGINAL CONTRACT"); and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of September 1, 2023 through and including August 31, 2024 for a not to exceed amount of $165,784, and the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY SHERIFF-CORONER DEPARTMENT and CONTRACTOR agree as follows:

1. ARTICLES

a. Additional Terms and Conditions, Section 2 Term of Contract, of the ORIGNAL CONTRACT is amended in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 9/1/20 through and including 8/31/24, unless otherwise terminated by COUNTY.

b. Additional Terms and Conditions, Section 3 Renewals, of the ORIGINAL CONTRACT is amended in its entirety as follows:

3. Renewal:

This contract shall commence upon execution of all necessary signatures and continue for one (1) additional one-year term. The County does not have to give reason if it elects

not to renew. Renewal periods may be subject to approval by the County Board of Supervisors.

c. ATTACHMENT B, Compensation and Pricing Provisions, Section 2 – Fees and Charges of the ORIGINAL CONTRACT is amended in part as follows:

2. Fees and Charges:

Total Cost for Theo Lacy Facility:

Cumulative cost of all Preventative Maintenance, Repair(s), and Parts, and Additional Services (i.e., all single jobs, including materials, labor, taxes, and permits) performed under this Contract to the Energy Management System Hardware and Software at the Theo Lacy Jail shall be as follows:

- Contract shall not exceed $ 106,592 for the term of September I, 2023 through and including August 31, 2024.

Total Cost for the Coroner Division:

Cumulative cost of all Preventative Maintenance, Repair(s), and Parts, and Additional Services (i.e., all single jobs, including materials, labor, taxes, and permits) performed under this Contract to the Energy Management System Hardware and Software at the Coroner Division shall be as follows:

- Contract shall not exceed $ 59,192 for the term of September 1, 2023 through and including August 31, 2024.

TOTAL CONTRACT NOT-TO-EXCEED AMOUNT:

For the term of September 1, 2023 through and including August 31, 2024 **$165,784**

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ONE to ORIGINAL CONTRACT MA-060-20011594.

*Contractor: Siemens Industry Inc.

By: Eric Ackermann Electronically signed by: Eric Ackermann Date: Jul 20, 2023 12:59 PDT Title: ZVP

Print Name: Eric Ackermann Date: 07/20/2023

*Contractor: Siemens Industry Inc.

By: Dirk Glaser Electronically signed by: Dirk Glaser Date: Jul 20, 2023 14:52 PDT Title: SVP Finance

Print Name: Dirk Glaser Date: 07/20/2023

*If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.

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

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: Annie Loo Digitally signed by Annie Loo DN: cn=Annie Loo, o=County Counsel, ou, email=annie.loo@coco.ocgov.com, c=US Date: 2023.07.21 10:41:35 -07'00'

Deputy

Contract MA-060-20011594
with
Siemens Industry Inc.
for
Energy Management System Hardware/Software Maintenance and Repair Services

This Contract MA-060-20011594 for Energy Management System Hardware/Software Maintenance and Repair Services (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as "County") and Siemens Industry Inc., with a place of business at 10775 Business Center Drive, Cypress, CA 90630 (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Compensation and Pricing Provision
Attchment C – Bond

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Energy Management System Hardware/Software Maintenance and Repair Services under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide Energy Management System Hardware/Software Maintenance and Repair Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Energy Management System Hardware/Software Maintenance and Repair Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

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

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

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

D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

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

G. Warranty: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties

and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

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

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

K. Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

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

N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Provisions: Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence
	$2,000,000 aggregate
Automobile Liability including coverage	$1,000,000 per occurrence
for owned, non-owned and hired vehicles	

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 Insured's, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*

2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

3) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insured's" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

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

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

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

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

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

R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions,

ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. Freight: Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

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

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

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

Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

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

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.

2. Term of Contract: This Contract shall commence upon execution of all necessary signatures and continue for three (3) years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.

3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

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

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

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

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

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

d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

6. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

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

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

9. Contractor's Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

   The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

10. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

11. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

12. Contractor Personnel – Uniform/Badges/Identification: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

    All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be work at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

13. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

14. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

15. Cooperative Agreement: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

    The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

16. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written

consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

17. Default – Reprocurement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

18. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

    1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

    2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

        a. The dangers of drug abuse in the workplace;

        b. The organization's policy of maintaining a drug-free workplace;

        c. Any available counseling, rehabilitation and employee assistance programs; and

        d. Penalties that may be imposed upon employees for drug abuse violations.

    3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

        a. Will receive a copy of the company's drug-free policy statement; and

        b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

    Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

    1. The Contractor has made false certification, or

    2. The Contractor violates the certification by failing to carry out the requirements as noted above.

19. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays $600 or more or with whom the County enters into a contract for $600 or more within a single calendar year. The purpose of this

reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a contract for services performed for that government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

20. Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

21. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

22. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified

handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

23. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

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

Contractor: Siemens Industry, Inc.
10775 Business Center Drive
Cypress, CA 90630
Attn: Yesica Millan, Contract Administrator
Ph: 657-337-6887
Email: yesica.millan_ortiz@siemens.com

County: Sheriff-Coroner Department/ Facilities Operations
431 The City Drive South
Orange, CA 92868
Attn: Elizabeth Ochoa
Ph: 714-935-6841
Email: elochoa@ocsd.org

Assigned DPA: County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Yvette Torres, Supervising PCS
Ph: 714-568-5791
Email: ytorres@ocsd.org

25. Precedence: The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

26. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

27. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

28. Usage Reports: The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

29. Sub-Contracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

30. Substitutions: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

31. Security Requirements:

A. Contractor shall, with respect to all employees of Contractor performing services hereunder:

1. Perform background checks as to past employment history.
2. Inquire as to past criminal felony convictions.
3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.

B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:

1. Inability or unwillingness to perform in a competent manner.

2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.

3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.

4. Usage of illegal controlled substances as defined by federal law.

C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.

D. Nothing herein shall render any employee of Contractor an employee of County.

THE CONTRACTOR'S PERSONNEL REQUIREMENTS:

All employees must pass the County's background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.

2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.

3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.

4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve

months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.

5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
7. County will not give Contactor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

E. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.

2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while preforming work under this contract. Specifically:
   a. Do not give names or addresses to inmates.
   b. Do not receive any names or addresses from inmates.
   c. Do not disclose the identity of any inmate to anyone outside the facility.
   d. Do not give any materials to inmates.
   e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.

10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.

11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.

12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.

2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.

3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.

4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.

5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.

6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

34. Prevailing Wage (Labor Code §1773): Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

35. Labor Code Requirements: Contractor and all subcontractors shall comply with all applicable requirements of the Labor Code throughout the performance of the Contract. Contractor and all subcontractors must comply with the requirements of labor code section 1771.1(a), pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each subcontractor shall furnish electronic payroll records directly to the Labor

Commissioner in the manner specified in Labor Code Section 1771.4.

Contractor and any subcontractor(s) shall comply with the provisions of California Labor Code Sections 1771 *et seq.*, and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages in this locality as determined by the Director of Industrial Relations. County has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the Contract from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at County's principal office. Copies may also be obtained from the State Office, Department of Industrial Relations or from the Department of Industrial Relations website: http://www.dir.ca.gov. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contractor.

If the Contract is federally funded, Contractor and any subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor. Contractor and any subcontractor(s) shall comply with the provisions of Labor Code Section 1775. Contractor and any subcontractor(s) shall be subject to a penalty in an amount up to $200, or a higher amount as provided by Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done by the Contractor or subcontractor(s) under the Contractor.

Contractor shall comply with the provisions of Labor Code Sections 1775 (penalties for prevailing wage violations) and 1813 (forfeiture for overtime violations). Unless the Contract involves a dollar amount less than that specified in Labor Code Section 1777.5 or does not meet the requirements of that section, this Contrract is governed by the provisions of Section 1777.5 and Contractor shall comply with Labor Code Section 1777.5 for all apprenticeable occupations.

As provided by Labor Code Section 1810, 8 hours of labor shall constitute a legal day's work, and 40 hours shall constitute a legal week's work. The time of service of any worker employed under the Contract shall be restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as provided herein. Contractor shall forfeit to COUNTY $25, or a higher amount as provided by Labor Code Section 1813, for each worker employed in the performance of this Contract by Contractor or by any subcontractor(s) for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except as provided by Labor Code Section 1815. Contractor and any subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide in part:

A. Contractor and any subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor(s) in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
   (1) The information contained in the payroll record is true and correct.
   (2) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

B. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

C. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location

and address of the records.

D. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any subcontractor fails to comply within the 10-day period, he, she or it shall, as a penalty to County, forfeit $100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section. In the performance of the terms of this Contract and pursuant to Labor Code Section 1735, Contractor agrees that he/she/it will not engage in nor permit such subcontractors as he/she/it may employ to engage in discrimination against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, marital status, age or as an otherwise qualified physically disabled individual. This prohibition shall pertain to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters.

36. Bond: Contractor shall furnish, at time of signing the Contract, one (1) surety bond which shall protect the laborers and materialmen and shall be for one hundred percent (100%) of the value of the Contract; said bond to be first approved by the office of the County Counsel and the CEO Risk Manager of Orange County. Such bond shall be in the form provided in the Contract (Attachment C) and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California) acceptable to the County. (E.g., if bonds are 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.)

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to County, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by County, Contractor shall promptly furnish such additional security as may be required by the County to protect the interests of County and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

Signature Page

The Parties hereto have executed this Contract# MA-060-20011594 for Energy Management System Hardware/Software Maintenance and Repair Services on the dates shown opposite their respective signatures below

Contractor*: Siemens Industry, Inc.

By: _____ Title: BRANCH GENERAL MANAGER

Print Name: ANTONY NOLAN Date: 8/11/20

Contractor*: Siemens Industry, Inc.

By: _____ Title: FBA

Print Name: MARK SUNTAG Date: 8/11/20

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

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

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: _____ Title: SUPV. PCS

Print Name: MICHELE TOWNES Date: 9/1/2020

Approved by the Board of Supervisors: 8/25/2020

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

ATTACHMENT A

Scope of Work

A. **Ssope of Services:**

Contractor shall provide preventive maintenance, repair, and full parts coverage to the Energy Management System Hardware and Software services at the following locations:

Theo Lacy Facility
501 The City Drive S.
Orange, CA 92868

County's Coroner Facility
1071 West Santa Ana Boulevard
Santa Ana, CA 92703

Services to be provided are as follows:

1. System performance Services On-Line / On-Site

a. On-Line systems troubleshooting and Diagnostics: Contractor shall provide system and software troubleshooting and diagnostics via modem. Contractor shall furnish, and install the necessary on-line service equipment to enable Contractor's local office to remotely log-on to the County's system Insight Server via regular voice grade dial up phone line.

2. Software and Equipment Services

a. Apogee Upgrades: Contractor shall upgrade the Apogee software one (1) time per year based on latest available version.

b. Insite® Graphics Backup: Contractor shall backup the insight graphics database four (4) times per year per the schedule provided to the Contractor by the County Project Manager. In the event of hardware failure, Contractor shall reload the graphics database and system file from the Contractor's current backup copy within 24 hours after notification by County.

c. Field Panel Database/System file Backup: Contractor shall backup each field panel database and system file four (4) times per year. In the event of memory loss, Contractor shall reload the database from Contractor's current backup copy within 24 hours after notification by County.

d. Field Panel Database/System File Backup: Contractor shall backup each field panel database and system file four (4) times per year. In the event of memory loss, Contractor shall reload the database from Contractor's current backup copy within 24 hours after notification by County.

e. System Preventive Maintenance: Contractor shall perform preventive maintenance in accordance with a program of standard maintenance routines as determined by the Contractors

experience, equipment application, location, and the manufacturer's recommendations. Contractor shall provide Preventive Maintenance services as follows: Theo Lacy facility - twelve (12) eight (8)-hour visits per year, Coroner Division – four (4) eight (8)-hour visits per year.

f. Corrective Maintenance and Component Replacement: Contractor shall repair or replace failed or worn components when determined by Contractor to be faulty, to minimize obsolescence and to maintain the County's system in peak operating condition. Contractor will furnish and install Apogee software update to maintain or improve present performance within the functional capabilities of existing system. Components that are suspected of being faulty may be repaired or replaced in advance to prevent system failure. **Labor and material costs shall be included within the scope of this technical support program.**

3. System Performance Services-Review and Evaluation

a. Account Management: Contractor shall provide dedicated account management to coordinate the delivery of service, offer technical assistance for system programs and engineered control strategies, and implement the quality assurance program.

4. Owner Training

a. On-Site During Scheduled Site Visits: Contractor shall provide eight (8) hours of operator training during the contract year at each facility for a total of sixteen (16) hours during each contract year.

5. Emergency Options for System Performance Services

a. Response Window: Contractor shall provide emergency service between scheduled preventive maintenance calls, Monday through Sunday, twenty-four (24) hours a day to minimize downtime. Emergencies shall be determined by the County and Contractor.

b. On-Line Response Time: Contractor shall respond via modem within two (2) hours to requests for corrective maintenance during the emergency call window specified. If remote diagnosis determines a site visit is required to complete troubleshooting procedures, contractor will be on-site within the response time selected below.

c. On-Site Response Time: Contractor shall be on-site to provide emergency service within four (4) hours. Non-emergency calls, as determined by the County and Contractor shall be incorporated into the next scheduled preventive maintenance visit.

6. Documentation and Quality Assurance

a. Documentation of All Service Provided: Contractor shall document each on-line and on-site service call and furnish County with a copy of the documentation showing time, date, and brief description of service activity. Work orders for on-site system preventive maintenance shall list the inspection date, individual to report to, equipment identification, equipment location, work to be performed, and any special instructions.

b. Quality Assurance Program: Contractor shall meet with County staff one (1) time per year at each facility to evaluate system performance and County's satisfaction with the quality of service that is being provided under the Technical Support Program.

7. List of Equipment Subject to the Maintenance Contract:

Quantity	Equipment – Theo Lacy Facility
3	PXCM's (Barracks G, and H, and Administration)
1	Insight Server PC w/TOS and Client PC
1	Printer
1	Outside Air Humidity Sensor
2	MBC Smoke Control Panel (Lobby & IPB)
15	Unitary Controllers (Admin Air Handler 1-15)
1	SCU (Stand-alone unit) IPB Bldg.
1	Trunk Interface
2	FLNC Panels #2, 3
4	PXM's (Panels # 1, 7, 9, and A-E Barracks)
All	Digital Point Unit (Admin, Inmate Program Building)
All	Duct Static Pressures sensors
All	Room (space) temp sensor
All	Duct Sensors
All	Pipe Sensors
All	Current Switches
All	Differential Pressure Switches
4	Modems
All	Electronic Dampers Actuators
All	Electronic Valves Actuators
All	Terminal Equipment Controllers (Mod J, Kitchen, Pod A)

4	Edwards Panel (Pod C (1), Pod B (1), Pod A (2))
3	Enunciators (Lobby)
18	Mechanical Equipment Controllers (7 Panels on Pod C, 11 Panels on Pod A)
	Pod B Equipment list
10	Damper Actuators
20	Electric Actuators
10	Temp Duct RTD's
10	Transducer Air Velocities
10	Current Transducers
10	Electric Flow Rite Valves
10	MEC's w/FLN
10	TEC Controllers
3	HP TEC Controllers
2	VAV TEC Controllers

Quantity	Equipment – Coroner Division
1	Modular Building Controller
3	Modular Equipment Controllers
4	Cubic Feet per Minute Sensors
2	Space Sensors
1	Modem
3	Outside Air Sensors
6	Duct Sensors
6	Static Pressure Sensors
12	Immersion Sensors

12	Current Sensors
2	CO2 Sensors
1	Trunk Interface Device
1	Personal Computer
1	Printer
1	Apogee Graphic Software
2	Water Differential Pressure Sensors
1	Gallon Per Minute (GPM) Flow Meter
7	Air Differential Pressure Sensors
62	Terminal Equipment Controllers
62	Space Thermostats

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Energy Management System Hardware/Software Maintenance and Repair Services as set forth in Attachment A, "Scope of Work".

   The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

   THEO LACY FACILITY:

   Cost for Preventive Maintenance, Repair(s), and Parts for the Energy Management System Hardware and Software at the Theo Lacy Jail that is included in the Scope of Work shall be as follows:
   - From September 1, 2020 through and including August 31, 2023: $ 164,016 3/ years/$4,556 monthly
   - From September 1, 2023 through and including August 31, 2024: $ 56,592 per year/$4,716 monthly
   - From September 1, 2024 through and including August 31, 2025: $ 58,560 per year/$4,880 monthly

   Cost for Additional Services:
   Additional services related to the system that are not included in the Scope of Work may be requested by the County.

   Parts related to the system but not covered under this maintenance agreement can be purchased and paid against this contract. Parts sold to County by Contractor shall be at 67% discount from the Contractors catalog list price.

   Technician Labor Rate for any additional services requested by the County which is not listed in this Contract shall be $ 200.00 / per hour.

   Total Cost for Theo Lacy Facility:

   Cumulative cost of all Preventative Maintenance, Repair(s), and Parts, and Additional Services (i.e., all single jobs, including materials, labor, taxes, and permits) performed under this Contract to the Energy Management System Hardware and Software at the Theo Lacy Jail shall be as follows:

   - Contract shall not exceed $ 254,016 for the term of September 1, 2020 through and including August 31, 2023.
   - Contract shall not exceed $ 66,592 for the term of September 1, 2023 through and including August 31, 2024.
   - Contract shall not exceed $ 68,560 for the term of September 1, 2024 through and including August 31, 2025.

CORONER DIVISION:

Cost for Preventive Maintenance, Repair(s), and Parts for the Energy Management System Hardware and Software at the Coroner Facility that is included in the Scope of Work shall be as follows:

- From September 1, 2020 through and including August 31, 2023: $ 61,416 3 years / $1,706 monthly
- From September 1, 2023 through and including August 31, 2024: $ 21,192 per year / $1,766 monthly
- From September 1, 2024 through and including August 31, 2025: $ 21,936 per year/ $1,828 monthly

Cost for Additional Services:

Additional services related to the system may be requested by the County that are not included in this Scope of Work.

Parts related to the system but not covered under this maintenance agreement can be purchased and paid against this contract. Parts sold to County by Contractor shall be at 67% discount from the Contractors catalog list price.

Technician Labor Rate for any additional services requested by the County which is not listed in this Contract shall be $ 200.00 / per hour.

Total Cost for the Coroner Division:

Cumulative cost of all Preventative Maintenance, Repair(s), and Parts, and Additional Services (i.e., all single jobs, including materials, labor, taxes, and permits) performed under this Contract to the Energy Management System Hardware and Software at the Coroner Division shall be as follows:

- Contract shall not exceed $ 115,416 for the term of September 1, 2020 through and including August 31, 2023.
- Contract shall not exceed $ 27,192 for the term of September 1, 2023 through and including August 31, 2024.
- Contract shall not exceed $ 27,936 for the term of September 1, 2024 through and including August 31, 2025.

TOTAL CONTRACT NOT-TO-EXCEED AMOUNT:

For the Term of September 1, 2020 through and including August 31, 2023	**$369,432**
For the term of September 1, 2023 through and including August 31, 2024	**$93,784**
For the term of September 1, 2024 through and including August 31, 2025	**$96,496**

3. Price Increase/Decreases: No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit

will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

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

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

6. Payment Terms – Payment in Arrears: Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

7. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

8. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

   a. Contractor's name and address
   b. Contractor's remittance address, if different from 1 above
   c. Contractor's Taxpayer ID Number
   d. Name of County Agency/Department
   e. Delivery/service address
   f. Master Agreement (MA) or Purchase Order (PO) number
   g. Agency/Department's Account Number
   h. Date of invoice
   i. Product/service description, quantity, and prices
   j. Sales tax, if applicable
   k. Freight/delivery charges, if applicable
   l. Total

   Invoice and support documentation are to be forwarded to:

   Sheriff – Coroner Department/Facilities Operations
   Attn: Elizabeth Ochoa

431 The City Drive South
Orange, CA 92868
Email: facilitiesOperations@ocsd.org

9. Payment (Electronic Funds Transfer (EFT)
The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

ATTACHMENT C

BOND

Contract MA-060-20011594
with
Siemens Industry Inc.
for
Energy Management System Hardware/Software Maintenance and Repair Services

This Contract MA-060-20011594 for Energy Management System Hardware/Software Maintenance and Repair Services (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as "County") and Siemens Industry Inc., with a place of business at 10775 Business Center Drive, Cypress, CA 90630 (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Compensation and Pricing Provision
Attchment C – Bond

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Energy Management System Hardware/Software Maintenance and Repair Services under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide Energy Management System Hardware/Software Maintenance and Repair Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Energy Management System Hardware/Software Maintenance and Repair Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

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

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

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

D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

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

G. Warranty: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties

and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

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

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

K. Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

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

N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Provisions: Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence
	$2,000,000 aggregate
Automobile Liability including coverage	$1,000,000 per occurrence
for owned, non-owned and hired vehicles	

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 Insured's, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*

2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

3) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insured's" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

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

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

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

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

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

R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions,

ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. Freight: Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

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

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

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

Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

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

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.

2. Term of Contract: This Contract shall commence upon execution of all necessary signatures and continue in effect from 9/1/20 through and including 8/31/24, unless otherwise terminated by COUNTY. ~~for three (3) years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.~~

3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for ~~two~~ one (~~2~~1) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

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

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

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

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

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

d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

6. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

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

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

9. Contractor's Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

   The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

10. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

11. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

12. Contractor Personnel – Uniform/Badges/Identification: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

    All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be work at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

13. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

14. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

15. Cooperative Agreement: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

    The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

16. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written

consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

17. Default – Reprocurement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

18. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

    1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

    2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

        a. The dangers of drug abuse in the workplace;

        b. The organization's policy of maintaining a drug-free workplace;

        c. Any available counseling, rehabilitation and employee assistance programs; and

        d. Penalties that may be imposed upon employees for drug abuse violations.

    3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

        a. Will receive a copy of the company's drug-free policy statement; and

        b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

    Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

    1. The Contractor has made false certification, or

    2. The Contractor violates the certification by failing to carry out the requirements as noted above.

19. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays $600 or more or with whom the County enters into a contract for $600 or more within a single calendar year. The purpose of this

reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a contract for services performed for that government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

20. Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

21. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

22. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified

handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

23. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

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

Contractor: Siemens Industry, Inc.
10775 Business Center Drive
Cypress, CA 90630
Attn: Yesica Millan, Contract Administrator
Ph: 657-337-6887
Email: yesica.millan_ortiz@siemens.com

County: Sheriff-Coroner Department/ Facilities Operations
431 The City Drive South
Orange, CA 92868
Attn: Elizabeth Ochoa
Ph: 714-935-6841
Email: elochoa@ocsd.org

Assigned DPA: County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Yvette Torres, Supervising PCS
Ph: 714-568-5791
Email: ytorres@ocsd.org

25. Precedence: The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

26. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

27. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

28. Usage Reports: The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

29. Sub-Contracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

    In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

30. Substitutions: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

31. Security Requirements:

    A. Contractor shall, with respect to all employees of Contractor performing services hereunder:

        1. Perform background checks as to past employment history.
        2. Inquire as to past criminal felony convictions.
        3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
        4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.

B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:

1. Inability or unwillingness to perform in a competent manner.

2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.

3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.

4. Usage of illegal controlled substances as defined by federal law.

C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.

D. Nothing herein shall render any employee of Contractor an employee of County.

THE CONTRACTOR'S PERSONNEL REQUIREMENTS:

All employees must pass the County's background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.

2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.

3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.

4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve

months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.

5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
7. County will not give Contactor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

E. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.

2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while preforming work under this contract. Specifically:
    a. Do not give names or addresses to inmates.
    b. Do not receive any names or addresses from inmates.
    c. Do not disclose the identity of any inmate to anyone outside the facility.
    d. Do not give any materials to inmates.
    e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.

10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.

11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.

12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.

2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.

3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.

4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.

5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.

6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

34. Prevailing Wage (Labor Code §1773): Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

35. Labor Code Requirements: Contractor and all subcontractors shall comply with all applicable requirements of the Labor Code throughout the performance of the Contract. Contractor and all subcontractors must comply with the requirements of labor code section 1771.1(a), pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each subcontractor shall furnish electronic payroll records directly to the Labor

Commissioner in the manner specified in Labor Code Section 1771.4.

Contractor and any subcontractor(s) shall comply with the provisions of California Labor Code Sections 1771 *et seq.*, and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages in this locality as determined by the Director of Industrial Relations. County has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the Contract from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at County's principal office. Copies may also be obtained from the State Office, Department of Industrial Relations or from the Department of Industrial Relations website: http://www.dir.ca.gov. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contractor.

If the Contract is federally funded, Contractor and any subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor. Contractor and any subcontractor(s) shall comply with the provisions of Labor Code Section 1775. Contractor and any subcontractor(s) shall be subject to a penalty in an amount up to $200, or a higher amount as provided by Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done by the Contractor or subcontractor(s) under the Contractor.

Contractor shall comply with the provisions of Labor Code Sections 1775 (penalties for prevailing wage violations) and 1813 (forfeiture for overtime violations). Unless the Contract involves a dollar amount less than that specified in Labor Code Section 1777.5 or does not meet the requirements of that section, this Contrract is governed by the provisions of Section 1777.5 and Contractor shall comply with Labor Code Section 1777.5 for all apprenticeable occupations.

As provided by Labor Code Section 1810, 8 hours of labor shall constitute a legal day's work, and 40 hours shall constitute a legal week's work. The time of service of any worker employed under the Contract shall be restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as provided herein. Contractor shall forfeit to COUNTY $25, or a higher amount as provided by Labor Code Section 1813, for each worker employed in the performance of this Contract by Contractor or by any subcontractor(s) for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except as provided by Labor Code Section 1815. Contractor and any subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide in part:

A. Contractor and any subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor(s) in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
   (1) The information contained in the payroll record is true and correct.
   (2) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

B. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

C. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location

and address of the records.

D. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any subcontractor fails to comply within the 10-day period, he, she or it shall, as a penalty to County, forfeit $100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section. In the performance of the terms of this Contract and pursuant to Labor Code Section 1735, Contractor agrees that he/she/it will not engage in nor permit such subcontractors as he/she/it may employ to engage in discrimination against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, marital status, age or as an otherwise qualified physically disabled individual. This prohibition shall pertain to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters.

36. Bond: Contractor shall furnish, at time of signing the Contract, one (1) surety bond which shall protect the laborers and materialmen and shall be for one hundred percent (100%) of the value of the Contract; said bond to be first approved by the office of the County Counsel and the CEO Risk Manager of Orange County. Such bond shall be in the form provided in the Contract (Attachment C) and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California) acceptable to the County. (E.g., if bonds are 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.)

    If any surety upon any bond furnished in connection with this Contract becomes unacceptable to County, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by County, Contractor shall promptly furnish such additional security as may be required by the County to protect the interests of County and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

Signature Page

The Parties hereto have executed this Contract# MA-060-20011594 for Energy Management System Hardware/Software Maintenance and Repair Services on the dates shown opposite their respective signatures below

Contractor*: Siemens Industry, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

Contractor*: Siemens Industry, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

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

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

ATTACHMENT A

Scope of Work

A. **Ssope of Services:**

Contractor shall provide preventive maintenance, repair, and full parts coverage to the Energy Management System Hardware and Software services at the following locations:

Theo Lacy Facility
501 The City Drive S.
Orange, CA 92868

County's Coroner Facility
1071 West Santa Ana Boulevard
Santa Ana, CA 92703

Services to be provided are as follows:

1. System performance Services On-Line / On-Site

a. On-Line systems troubleshooting and Diagnostics: Contractor shall provide system and software troubleshooting and diagnostics via modem. Contractor shall furnish, and install the necessary on-line service equipment to enable Contractor's local office to remotely log-on to the County's system Insight Server via regular voice grade dial up phone line.

2. Software and Equipment Services

a. Apogee Upgrades: Contractor shall upgrade the Apogee software one (1) time per year based on latest available version.

b. Insite® Graphics Backup: Contractor shall backup the insight graphics database four (4) times per year per the schedule provided to the Contractor by the County Project Manager. In the event of hardware failure, Contractor shall reload the graphics database and system file from the Contractor's current backup copy within 24 hours after notification by County.

c. Field Panel Database/System file Backup: Contractor shall backup each field panel database and system file four (4) times per year. In the event of memory loss, Contractor shall reload the database from Contractor's current backup copy within 24 hours after notification by County.

d. Field Panel Database/System File Backup: Contractor shall backup each field panel database and system file four (4) times per year. In the event of memory loss, Contractor shall reload the database from Contractor's current backup copy within 24 hours after notification by County.

e. System Preventive Maintenance: Contractor shall perform preventive maintenance in accordance with a program of standard maintenance routines as determined by the Contractors

experience, equipment application, location, and the manufacturer's recommendations. Contractor shall provide Preventive Maintenance services as follows: Theo Lacy facility - twelve (12) eight (8)-hour visits per year, Coroner Division – four (4) eight (8)-hour visits per year.

f. Corrective Maintenance and Component Replacement: Contractor shall repair or replace failed or worn components when determined by Contractor to be faulty, to minimize obsolescence and to maintain the County's system in peak operating condition. Contractor will furnish and install Apogee software update to maintain or improve present performance within the functional capabilities of existing system. Components that are suspected of being faulty may be repaired or replaced in advance to prevent system failure. **Labor and material costs shall be included within the scope of this technical support program.**

3. System Performance Services-Review and Evaluation

a. Account Management: Contractor shall provide dedicated account management to coordinate the delivery of service, offer technical assistance for system programs and engineered control strategies, and implement the quality assurance program.

4. Owner Training

a. On-Site During Scheduled Site Visits: Contractor shall provide eight (8) hours of operator training during the contract year at each facility for a total of sixteen (16) hours during each contract year.

5. Emergency Options for System Performance Services

a. Response Window: Contractor shall provide emergency service between scheduled preventive maintenance calls, Monday through Sunday, twenty-four (24) hours a day to minimize downtime. Emergencies shall be determined by the County and Contractor.

b. On-Line Response Time: Contractor shall respond via modem within two (2) hours to requests for corrective maintenance during the emergency call window specified. If remote diagnosis determines a site visit is required to complete troubleshooting procedures, contractor will be on-site within the response time selected below.

c. On-Site Response Time: Contractor shall be on-site to provide emergency service within four (4) hours. Non-emergency calls, as determined by the County and Contractor shall be incorporated into the next scheduled preventive maintenance visit.

6. Documentation and Quality Assurance

a. Documentation of All Service Provided: Contractor shall document each on-line and on-site service call and furnish County with a copy of the documentation showing time, date, and brief description of service activity. Work orders for on-site system preventive maintenance shall list the inspection date, individual to report to, equipment identification, equipment location, work to be performed, and any special instructions.

b. Quality Assurance Program: Contractor shall meet with County staff one (1) time per year at each facility to evaluate system performance and County's satisfaction with the quality of service that is being provided under the Technical Support Program.

7. List of Equipment Subject to the Maintenance Contract:

Quantity	Equipment – Theo Lacy Facility
3	PXCM's (Barracks G, and H, and Administration)
1	Insight Server PC w/TOS and Client PC
1	Printer
1	Outside Air Humidity Sensor
2	MBC Smoke Control Panel (Lobby & IPB)
15	Unitary Controllers (Admin Air Handler 1-15)
1	SCU (Stand-alone unit) IPB Bldg.
1	Trunk Interface
2	FLNC Panels #2, 3
4	PXM's (Panels # 1, 7, 9, and A-E Barracks)
All	Digital Point Unit (Admin, Inmate Program Building)
All	Duct Static Pressures sensors
All	Room (space) temp sensor
All	Duct Sensors
All	Pipe Sensors
All	Current Switches
All	Differential Pressure Switches
4	Modems
All	Electronic Dampers Actuators
All	Electronic Valves Actuators
All	Terminal Equipment Controllers (Mod J, Kitchen, Pod A)

4	Edwards Panel (Pod C (1), Pod B (1), Pod A (2))
3	Enunciators (Lobby)
18	Mechanical Equipment Controllers (7 Panels on Pod C, 11 Panels on Pod A)
	Pod B Equipment list
10	Damper Actuators
20	Electric Actuators
10	Temp Duct RTD's
10	Transducer Air Velocities
10	Current Transducers
10	Electric Flow Rite Valves
10	MEC's w/FLN
10	TEC Controllers
3	HP TEC Controllers
2	VAV TEC Controllers

Quantity	Equipment – Coroner Division
1	Modular Building Controller
3	Modular Equipment Controllers
4	Cubic Feet per Minute Sensors
2	Space Sensors
1	Modem
3	Outside Air Sensors
6	Duct Sensors
6	Static Pressure Sensors
12	Immersion Sensors

12	Current Sensors
2	CO2 Sensors
1	Trunk Interface Device
1	Personal Computer
1	Printer
1	Apogee Graphic Software
2	Water Differential Pressure Sensors
1	Gallon Per Minute (GPM) Flow Meter
7	Air Differential Pressure Sensors
62	Terminal Equipment Controllers
62	Space Thermostats

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Energy Management System Hardware/Software Maintenance and Repair Services as set forth in Attachment A, "Scope of Work".

   The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

   THEO LACY FACILITY:

   Cost for Preventive Maintenance, Repair(s), and Parts for the Energy Management System Hardware and Software at the Theo Lacy Jail that is included in the Scope of Work shall be as follows:
   - From September 1, 2020 through and including August 31, 2023: $ 164,016 3/ years/$4,556 monthly
   - From September 1, 2023 through and including August 31, 2024: $ 56,592 per year/$4,716 monthly
   - From September 1, 2024 through and including August 31, 2025: $ 58,560 per year/$4,880 monthly

   Cost for Additional Services:

   Additional services related to the system that are not included in the Scope of Work may be requested by the County.

   Parts related to the system but not covered under this maintenance agreement can be purchased and paid against this contract. Parts sold to County by Contractor shall be at 67% discount from the Contractors catalog list price.

   Technician Labor Rate for any additional services requested by the County which is not listed in this Contract shall be $ 200.00 / per hour.

   Total Cost for Theo Lacy Facility:

   Cumulative cost of all Preventative Maintenance, Repair(s), and Parts, and Additional Services (i.e., all single jobs, including materials, labor, taxes, and permits) performed under this Contract to the Energy Management System Hardware and Software at the Theo Lacy Jail shall be as follows:

   - Contract shall not exceed $ 254,016 for the term of September 1, 2020 through and including August 31, 2023.
   - Contract shall not exceed ~~$ 66,592~~ $106,592 for the term of September 1, 2023 through and including August 31, 2024.
   - Contract shall not exceed $ 68,560 for the term of September 1, 2024 through and including August 31, 2025.

CORONER DIVISION:

Cost for Preventive Maintenance, Repair(s), and Parts for the Energy Management System Hardware and Software at the Coroner Facility that is included in the Scope of Work shall be as follows:

- From September 1, 2020 through and including August 31, 2023: $ 61,416 3 years / $1,706 monthly
- From September 1, 2023 through and including August 31, 2024: $ 21,192 per year / $1,766 monthly
- From September 1, 2024 through and including August 31, 2025: $ 21,936 per year/ $1,828 monthly

Cost for Additional Services:

Additional services related to the system may be requested by the County that are not included in this Scope of Work.

Parts related to the system but not covered under this maintenance agreement can be purchased and paid against this contract. Parts sold to County by Contractor shall be at 67% discount from the Contractors catalog list price.

Technician Labor Rate for any additional services requested by the County which is not listed in this Contract shall be $ 200.00 / per hour.

Total Cost for the Coroner Division:

Cumulative cost of all Preventative Maintenance, Repair(s), and Parts, and Additional Services (i.e., all single jobs, including materials, labor, taxes, and permits) performed under this Contract to the Energy Management System Hardware and Software at the Coroner Division shall be as follows:

- Contract shall not exceed $ 115,416 for the term of September 1, 2020 through and including August 31, 2023.
- Contract shall not exceed $ ~~27,192~~59,192 for the term of September 1, 2023 through and including August 31, 2024.
- Contract shall not exceed $ 27,936 for the term of September 1, 2024 through and including August 31, 2025.

TOTAL CONTRACT NOT-TO-EXCEED AMOUNT:

For the Term of September 1, 2020 through and including August 31, 2023	**$369,432**
For the term of September 1, 2023 through and including August 31, 2024	**$~~93,784~~165,784**
For the term of September 1, 2024 through and including August 31, 2025	**$96,496**

3. Price Increase/Decreases: No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit

will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

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

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

6. Payment Terms – Payment in Arrears: Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

7. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

8. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

   a. Contractor's name and address
   b. Contractor's remittance address, if different from 1 above
   c. Contractor's Taxpayer ID Number
   d. Name of County Agency/Department
   e. Delivery/service address
   f. Master Agreement (MA) or Purchase Order (PO) number
   g. Agency/Department's Account Number
   h. Date of invoice
   i. Product/service description, quantity, and prices
   j. Sales tax, if applicable
   k. Freight/delivery charges, if applicable
   l. Total

   Invoice and support documentation are to be forwarded to:

   Sheriff – Coroner Department/Facilities Operations
   Attn: Elizabeth Ochoa

431 The City Drive South
Orange, CA 92868
Email: facilitiesOperations@ocsd.org

9. Payment (Electronic Funds Transfer (EFT)
The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

ATTACHMENT C

BOND

County of Orange

LABOR AND MATERIAL PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS COUNTY OF ORANGE has awarded to

_____

(Contractor's Name and Address)

Hereinafter called "Contractor," a contract for the work described as follows:

_____

_____

Hereinafter called "Contract"; and

WHEREAS, said Contractor is required by the provisions of Sections 9550 et. seq. of the Civil Code to furnish a bond in connection with said Contract, as hereinafter set forth.

NOW, THEREFORE, WE, the undersigned Contractor, as Principal, and

_____

(Name and Address of Surety (ies))

duly authorized to transact business under the laws of the State of California, as Surety (ies), hereinafter called "Surety (ies)," are held and firmly bound unto COUNTY OF ORANGE in the penal sum of _____ Dollars ($_____), lawful money of the United States, said sum being not less than the estimated amount payable by the said COUNTY OF ORANGE under the terms of the Contract, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

BOND NO. _____

THE CONDITION OF THIS OBLIGATION is such that, if said Contractor, his or its heirs, executors, administrators, successors, and assigns, or subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work under the Contract to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, as required by the provisions of Chapter 5 of Title 3 of Part 6 of Division 4 of the Civil Code, and provided that the claimant shall have complied with the provisions of said Civil Code, the Surety (ies) shall pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety (ies) will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by COUNTY in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond, and shall also cover payment for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or his or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code. And the said Surety (ies), for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ___ day of _____,____.

APPROVED AS TO SURETY AND LIMITS

_____
CEO/Risk Management

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By _____

_____

CONTRACTOR

By _____
Name & Title (see footnote)

By _____
Name & Title (see footnote)

SURETY (ies)

By _____

Footnote: Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County:

1) **Two people must sign** the document. <u>One of them must be</u> the chairman of the board, the president or any vice president. <u>The other must be</u> the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
2) One corporate officer may sign the document, providing that <u>written</u> evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

Signature of Surety (ies) representative must be notarized. Attach certificate of notarization to this document.
Name of Surety (ies) Company must be typed or stamped above signature line of surety (ies) representative.

EXHIBIT I
Orange County Sheriff's Department Tool Control Policy

Tool Control Guidelines for Contractors Working in Correctional Facilities

The Orange County Sheriff's Department has implemented a Tool Control Program at all jail facilities. The purpose of the program is to increase the safety at the facilities by keeping dangerous tools out of the hands of inmates. All contractors entering one of these facilities will be required to comply with the program requirements. The security staff at these facilities will make every effort to minimize any inconvenience caused by this program. We are providing you these guidelines so you can prepare the necessary documentation in advance to minimize any delay entering the facility.

All contractors performing work inside the security area of the facilities will be required to have their tools inventoried upon entry to, and exit from the facility.

Instructions for persons entering the facility:

- Complete the attached inventory form listing all of the tools you will need to take inside (preferably prior to arrival at the facility). Limiting the number of tools needed, will speed your entry and departure.
- Present the written inventory at the entrance to the facility at which you are working.
- A member of the security staff will compare the tools you are taking into the facility to your written inventory and return the form to you after signing it.
- A member of the security staff will repeat the inventory on your way out of the building to make sure you have not left any tools at the job site.
- The security staff will retain the original inventory, but will make you a copy if you need one.
- Contractors performing regular work at these facilities should prepare advance inventories for each toolbox with a few blank lines at the bottom and store the inventories on a computer. When you need to come to a facility, you can print the appropriate pages to take with you and handwrite any additional special tools at the bottom.
- If needed, you will be allowed entry to the facility to look at the work to be done prior to determining what tools you will need to minimize the number of tools subject to the inventory requirement.

Instructions for vehicles entering the facility:

- All vehicles entering the secured parking area of any correctional facility operated by the Orange County Sheriff's Department will be subject to search and will be logged in and out at the gate.
- Vehicles entering the Intake Release Center or Theo Lacy Facility will not need to have the tools inventoried. You will only need to inventory the tools to be carried inside the facility.
- Vehicles entering the James A. Musick Facility will need to be inventoried prior to entering and exiting the facility.

Contact Information if you have questions about this policy or need more information:

James A. Musick Facility • (949) 855-7777

Intake Release Center • (714) 647-6120

Theo Lacy Facility • (714) 935-6216

JOB TOOL INVENTORY LIST

Date: Name: WO#

*Security staff must initial and write down their badge number for both the in and out inventory.

	Tool / Id #	In	Out
1)		☐	☐
2)		☐	☐
3)		☐	☐
4)		☐	☐
5)		☐	☐
6)		☐	☐
7)		☐	☐
8)		☐	☐
9)		☐	☐
10)		☐	☐
11)		☐	☐
12)		☐	☐
13)		☐	☐
14)		☐	☐
15)		☐	☐
16)		☐	☐
17)		☐	☐
18)		☐	☐
19)		☐	☐
20)		☐	☐
21)		☐	☐
22)		☐	☐
23)		☐	☐
24)		☐	☐
25)		☐	☐
26)		☐	☐
27)		☐	☐
28)		☐	☐

Contract Summary Form

OC Expediter Requisition# 1578736

Siemens Industry Inc.

Summary of Significant Changes

N/A

Subcontractors

This contracts do not include subcontractors or pass through to other providers.

Contract Operating Expenses

See attached excerpt from the contract, which details the contract renewal term of September 1, 2023, through and including August 31, 2024, in the not to exceed amount of $165,784, for a cumulative contract not to exceed amount of $535,216, renewable for one additional one year term.

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of September 1, 2023 through and including August 31, 2024 for a not to exceed amount of $165,784, and the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL CONTRACT;

County Executive Office

Memorandum

RECEIVED
CLERK OF THE BOARD
AUG 17 2023

August 15, 2023

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: 2023.08.15 14:56:02 -07'00'

Subject: Exception to Rule 21

S33T

The County Executive Office is requesting a Supplemental Agenda Staff Report for the August 22, 2023, Board Hearing.

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

Reason Item is Supplemental: The parties are in the process of finalizing the language of the successor Memorandum of Understanding. A tentative agreement was executed by the parties on August 8, 2023, and the Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Justification: This item needs to be on the supplemental agenda on August 22, 2023, to avoid an unfair labor practice charge.

Concur:

Donald P. Wagner, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

DocuSign Envelope ID: F81C8E85-EB70-4E87-AB06-B58CA66A5E7D

Agenda Item S33
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
CLERK OF THE BOARD
AUG 17 2023

MEETING DATE:	08/22/2023
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office
DEPARTMENT HEAD REVIEW:	Digitally signed by Frank Kim DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, Date: 2023.08.15 14:55:22 -07'00' *Signature*
DEPARTMENT CONTACT PERSON(S):	Colette Farnes (714) 834-2836 Jamie Newton (714) 834-2247

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

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: 2023.08.15 14:55:40 -07'00'	Approve as to form DocuSigned by: *Action*	Discussion
CEO Signature	*County Counsel Signature*	3 Votes Board Majority

Budgeted: N/A

Current Year Cost: See Financial Impact Section

Annual Cost: See Financial Impact Section

Staffing Impact: No

# of Positions: N/A

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: See Financial Impact Section

County Audit in last 3 years: No

Levine Act Review Completed: N/A

Prior Board Action: N/A

RECOMMENDED ACTION(S)

1. Approve and adopt the attached 2023-2026 Memorandum of Understanding between the County of Orange and the Orange County Managers Association for the period of June 30, 2023, through June 25, 2026.

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

SUMMARY:

Approval and adoption of the 2023-2026 Memorandum of Understanding between the County of Orange and the Orange County Managers Association will ratify the terms and conditions of employment.

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BACKGROUND INFORMATION:

The Orange County Managers Association (OCMA) represents approximately 1,369 positions in 117 different classifications within the County of Orange.

On May 23, 2023, representatives from the County and OCMA commenced the meet and confer process to negotiate a successor labor agreement to the 2019-2023 Memorandum of Understanding (MOU). Over the next two and one-half months, the parties met on multiple occasions and collaboratively arrived at a tentative agreement on August 8, 2023. It is anticipated that the membership of OCMA will ratify the tentative agreement on August 17, 2023. Human Resource Services requests your Honorable Board's approval and adoption of the 2023-2026 Memorandum of Understanding.

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

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

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

Wages

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

Merit Increases
The County and OCMA will begin discussions regarding a performance-based merit increase structure no later than October 31, 2023. The County will present a proposed merit increase structure to OCMA by December 31, 2023, with an anticipated implementation date of July 1, 2024.

Educational & Professional Reimbursement Plan
Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, managers in good standing may request reimbursement of up to $2,000 of the maximum $10,000 Educational and Professional Reimbursement Program allotted amount for student school loan payments made during the course of the fiscal year while employed by the County. Eligible employees must be employed by the County at the time reimbursement is made to receive this benefit.

Manager Standby Pay
Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, managers in specific classifications shall be compensated at one-quarter (1/4) of the employee's basic hourly rate for the entire period when assigned a Manager Standby shift. The parties will establish a working group to discuss whether additional classifications may be eligible for Manager Standby pay. Either the County or OCMA may initiate the working group by December 15, 2023.

Sick Leave
Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, after exhaustion of annual leave balances, managers may donate up to 24 hours of sick leave, per fiscal year, as part of the County's Catastrophic Leave Donation plan.

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

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

- Allow use of bereavement leave to be extended beyond six months from the date of the loss to 12 months, provided an employee obtained written approval from a supervisor within six months of the loss;
- Establish an Insurance working group to discuss a redesign of the Wellness Credit program;
- Establish a Leave Language working group to clarify language regarding leaves of absences and streamline language for understandability;
- Extend a probationary period when an employee is placed on administrative leave;
- Limit arbitration to one (1) day for new hire probationary release grievances alleging discrimination; and
- Share all costs of arbitration where lawfully permitted.

FINANCIAL IMPACT:

The estimated total cost incurred over the term of the MOU is $58.6M, $29.5M of which is Net County Cost (NCC). $9.5M ($4.8M NCC) will occur in FY 2023-24; $19.7M ($9.9M NCC) will occur in FY 2024-25; $29.4M ($14.8M NCC) will occur in FY 2025-26.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – 2023-2026 OCMA MOU
Attachment B – 2023-2026 OCMA MOU (red line version)
Attachment C – August 8, 2023 Signed Deal Points (Tentative Agreement)

MEMORANDUM OF UNDERSTANDING

ADMINISTRATIVE MANAGEMENT UNIT

2023-2026

COUNTY OF ORANGE
AND
THE ORANGE COUNTY MANAGERS ASSOCIATION

MEMORANDUM OF

UNDERSTANDING –2023 - 2026

COUNTY OF

ORANGE AND

THE ORANGE COUNTY MANAGERS

ASSOCIATION FOR THE

ADMINISTRATIVE MANAGEMENT UNIT

This Memorandum of Understanding sets forth the terms of agreement reached between the County of Orange and the Orange County Managers Association as the Exclusively Recognized Employee Organization for the Administrative Management Unit for the period beginning June 30, 2023 through June 25, 2026.

PREAMBLE

Recognition

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

DEFINITIONS

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

ASSOCIATION shall mean the Orange County Managers Association.

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

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

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

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

DEPARTMENT HEAD shall mean the person who is the principal officer or employee of an agency, department or district for the discharge of duties provided by law or particular delegated functions.

DISABILITY RETIREMENT shall mean a service or non-service connected disability retirement pension under the Orange County Employee's 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 otherwise indicates and except elected officers.

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

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

LIMITED-TERM POSITION shall mean a position which the County has determined has no anticipated long-range funding or has uncertain future funding.

OFFICIAL PERSONNEL FILE shall mean the department and/or Human Resources file of personnel records maintained on each employee.

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

PRACTICABLE means economically or operationally feasible; reasonably able to accomplish.

PROBATIONARY EMPLOYEE shall mean a person 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 a non-management class to a management class or from one management class to another management class where the maximum rate of the new salary range is higher than the maximum rate of the salary range for the former class.

PROVISIONAL APPOINTMENT shall mean an appointment of a qualified person, who is not a regular, probationary, or limited-term employee of the County, to a regular or limited-term position on a temporary basis.

PROVISIONAL EMPLOYEE shall mean an employee who occupies a regular or limited-term position as the result of a provisional appointment.

REASSIGNMENT shall mean the movement of a regular, limited-term, or probationary employee from one position or assignment in a management class to another position or assignment in the same management classification.

RECRUITING RATE shall be the minimum advertised rate of the salary range allocated to a class unless otherwise authorized by the Department Head.

REDUCTION shall mean the movement of a regular, limited-term, or probationary employee from one management class to another class with a lower salary range.

REGULAR EMPLOYEE shall mean a person 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 that exceeds the maximum advertised rate for an Administrative Management class.

ARTICLE I WORK PERIOD AND PAY PRACTICES

Section 1. Work Period

A. Work Periods/Work Week

1. Work Period for Unit Members Other than Probation Managers - The official work period for County employees in this unit shall be seven days (168 regular recurring hours) which start on a Friday (12:00.01am) and end on the Thursday (12:00 midnight) thereafter, except for employees working a 9/80 work schedule for whom the beginning and end of the work period 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 work period may be designated.

2. Work Period for Probation Managers – The official work period shall be 28 days and shall begin at 12:00.01am on each Friday and end at 12 midnight four weeks later.

3. Work Week - Administrative Management employees are not governed by the customary eighty (80) hour work period and may be expected to work more than eighty (80) hours in a given work period or allowed to work less than eighty (80) hours pursuant to the specific dictates of the assignment. The Department Head shall regulate said work periods based on the needs of the County with due regard to maintaining reasonable and equitable work periods for all employees.

B. If any Administrative Management employee is required to work an unusually large number of hours as a result of natural disasters and/or officially declared emergencies such as floods, fires, storm conditions, high tides, etc., or due to extraordinary circumstances, the Department Head may request the County Executive Officer to authorize additional compensation for such an employee or group of employees whom the Department Head determines should receive additional compensation. The rate of such compensation shall be equal to one-eightieth (1/80) of the employee's regular biweekly pay rate for the hours in excess of eighty (80) hours in a pay period.

C. Employees shall receive compensation at a biweekly rate within the range assigned to the class in which they are employed for each full pay period worked as determined by Article I, Section 1.A.

D. Notwithstanding any other provisions contained herein, Administrative Management employees declared by the Chief Human Resources Officer to be exempt from the Fair Labor Standards Act shall not be docked salary for partial day absences as long as that exempt status continues to apply and as long as the Fair Labor Standards Act is applicable to the County.

Section 2. General Salary Provisions

A. The administrative management salary structure is based on classification placement on a Broadband salary schedule. The structure includes an "advertised minimum" salary rate which increases to an "advertised maximum" salary rate (the control point), and upon approval and adoption of the eligibility criteria by the Board of Supervisors, additional compensation reserved only for outstanding performance.

B. Manager's salaries may reach the top of the administrative management "advertised maximum" rate through annual increases provided to eligible management employees.

C. The outstanding performance component of the Administrative Management salary ranges shall not be used for the purposes of recruiting, market adjustments or other non-performance related reasons. Under no circumstances shall the outstanding performance component of the Administrative Management salary ranges be utilized for salary adjustments outside of a Board adopted and funded performance management program.

D. See Article XX (Compensation) for other provisions relating to managers' compensation. Adoption of a new compensation system may alter the foregoing provisions (Section 2A.-C.) regarding employee compensation.

Section 3. Pay for New Employees

A. The salary for new employees or newly promoted employees shall normally be at the minimum of the salary range in effect for the particular class or position in which the new employee is hired except as provided in Section 3.B. below.

B. An Department Head may authorize that a particular position be filled at any rate within the salary range, up to the top of the advertised maximum rate of the range. In determining the salary offer, the Department Head shall consider the following:

1. The market demands a greater salary offer;

2. The candidate's previous education, training, experience, and employment references enable the candidate to make an immediate greater contribution to the County;

3. The offer does not negatively impact the department's budget or internal salary relationships within the Department or Countywide.

Section 4. Salary on Promotion

A. Except as modified by Section 4.B. below, a regular, limited-term, or probationary employee who is promoted to a position in a management class, or who is appointed to a new position within the same management class through a recruitment process, shall generally begin at the minimum advertised rate on the salary range for that class. However, employees shall not receive a decrease in salary on promotion to a management class.

B. An Department Head may authorize that a particular position being filled by a promotion, as described in Section 4 (A) above, to be paid at any salary level up to the top of the maximum advertised rate of the salary range for the position. The Department Head shall take into consideration, when making the salary offer, the same factors as outlined in Section 3.B. above. Salary increases of 15% or greater require pre-approval from the Chief Human Resources Officer, the Deputy CEO (for non-elected departments heads), and the CEO.

Section 5. Salary on Reassignment

A. When a regular, limited-term, or probationary employee is reassigned from one assignment to another comparable assignment within the same management class and salary range, the employee's salary shall not change. Such employee shall have the same probation status.

B. Temporary or permanent movement from one assignment to another within the same management class and salary range shall include salary movement when the incumbent's new, full-time temporary or permanent assignment changes as follows:

1. Incumbent assumes full supervisory responsibility of management or supervision of high-level non-management staff. As determined by the Department Head, the amount of salary movement is that which maintains at least a 5.5% to 7.5% differential between the highest paid subordinate and supervisor not to exceed the maximum advertised rate of the salary range. Salary increases of 15% or greater require pre-approval from the Chief Human Resources Officer, the Deputy CEO (for non-elected department heads), and the CEO. Performance awards, including lump sum payments, may not be considered as a factor in equity or reassignment adjustments.

2. Incumbent assumes substantial additional responsibility for an assignment that the Department Head can document is difficult to fill and/or critical to the Department's operations. The amount of salary movement shall be 5.5% and shall not exceed the maximum advertised rate for the class.

3. Incumbent assumes substantial responsibility for an assignment that the Department Head determines that the incumbent is the recognized technical expert for a complex, clearly identifiable area. The amount of salary movement shall be 5.5% and shall not exceed the maximum advertised rate for the class.

C. A regular, limited-term, or probationary employee moving from one assignment to another assignment while remaining in his or her current classification may receive an increase that exceeds the 5.5% maximum if:

- The new assignment's responsibilities are *significantly* greater than the prior assignment.
- The manager has been selected for the new assignment through a competitive process.
- The request for an increase above the 5.5% maximum has been justified in writing and received approval by the Chief Human Resources Officer prior to the appointment.

Increases shall not exceed the maximum advertised rate for the class.

D. An Administrative Manager may only be granted one (1) salary increase (as outlined in Section 5.B. above) within a twelve (12) month period while serving in the same job assignment. However, a second salary increase may be granted within the twelve (12) month period if the additional assignment and pay are approved in writing by the applicable Department Head, the Chief Human Resources Officer, and the CEO.

E. When an employee whose salary was adjusted as a result of temporary or permanent movement from one assignment to another assignment as outlined in Section 5.B. above and the assignment ends or the employee does not perform satisfactorily in the new assignment, the incumbent's salary shall return to that which he/she would have achieved in his/her prior assignment.

F. Movement of an employee within the same management class should include development of new performance goals for the new assignment.

Section 6. Salary on Reduction

A. Disciplinary Reductions

When a regular, limited-term, or promotional probationary employee is reduced for disciplinary reasons, the employee's salary shall return to that which he/she would have achieved in his/her prior assignment.

B. Non-disciplinary Reductions

1. Except as provided in Section 6.C., below, when a regular or limited-term employee is reduced for physical disability or other non-disciplinary reasons, the employee shall receive the highest salary in the lower salary range that does not exceed the employee's rate of pay in the higher class or the advertised market rate of the salary range. When a promotional probationary employee is reduced for physical disability or other non-disciplinary reasons, the employee shall have the

salary status 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.

2. 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:

   a. If the salary of the employee is the same or less than the maximum advertised rate on the new salary range, the salary of the employee shall not change.

   b. If the salary of the employee is greater than the maximum advertised rate on the new salary range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum advertised rate on the new salary 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 advertised rate on the new salary range, the salary or rate of the employee shall be reduced to the maximum advertised rate on the salary range for the new class. The duration of the Y-Rate shall begin on the effective date of the reclassification of the position.

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

C. When an employee on a Y-Rate takes a voluntary reduction, his or her Y-Rate shall be reduced by the amount of the difference between the maximum advertised salary

on the salary range of the class from which the employee is being reduced and the maximum advertised salary on the salary range 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 of the employee shall be set as in Article I, Section 5., above, Salary on Reassignment.

B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article I, Section 4., above, Salary on Promotion, or at the discretion of the Chief Human Resources Officer, the salary of the employee shall not be changed.

C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article I, Section 6., above, Salary on Reduction.

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 the rate and range the person occupied at the time of separation unless appointment is at an advanced rate pursuant to Article I, Section 3.B.

B. Retirees

1. 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 under the guidelines and compensation terms set forth in the Working Retiree Reemployment Policy, as adopted by the Board of Supervisors.

2. A former County employee on paid County retirement who retired under an early retirement incentive plan may be employed for not more than seven hundred twenty (720) hours in any one (1) fiscal year under the guidelines and compensation terms set forth in the Working Retiree Reemployment Policy, as adopted by the Board of Supervisors.

Section 9. Change in Salary Allocation

If a class is reassigned to a higher salary range, the Board, or where appropriate, the Department Head, shall determine the amount of increase, if any, each employee in the class shall receive, not to exceed a fifteen (15) percent increase.

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 an additional rate of compensation for such employees.

Section 11. Election Work

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

Section 12. 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.

3. The rate of night shift differential shall be five (5) percent of one-eightieth (1/80) of the biweekly rate.

B. Bilingual Pay

1. Qualified employees who meet the following criteria shall receive thirty (30) cents per hour for each hour worked.

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

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

   c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer, or his/her designee.

C. Manager Standby Pay

1. Effective the first day of the first full pay period following adoption of this MOU, the following classifications have been identified as being eligible for Manager Standby Pay:

   Probation Department - Criminal Justice Manager, Senior and Criminal Justice, Deputy Director assigned to work a designated Standby shift as the Administrator In Charge

   Social Services Agency – Human Services Manager, Senior assigned to work a designated Standby shift as the Manager on Duty for the Child Abuse Hotline and the Emergency Response Program

2. A “Manager Standby” shift is:

   a. An established shift that is designated and approved by the Department Head as a “Manager Standby shift.”

   b. During an assigned Standby shift the employee must: (1) be reachable by telephone or other communications device; (2) be able to report to work in a reasonable time; and (3) refrain from activities which might impair his or her ability to perform assigned duties.

   c. Whenever practicable, an employee should be informed in writing at least five (5) calendar days in advance of the dates and inclusive hours of such assignment.

3. When a regular, limited-term, or probationary employee is assigned to a Manager Standby shift by the County, the employee shall be compensated at one-quarter (1/4) of the employee’s basic hourly rate for the entire period of the shift.

4. There shall not be any duplication or pyramiding of rates paid under this Section or with flexible time off or pay for additional duties associated with working an assigned Manager Standby shift. Nor shall an employee be eligible to receive Standby Pay and straight-time pay for hours actually worked during a Standby shift. Additionally, an employee shall not receive other premium pays while receiving Manager Standby Pay.

5. The parties will establish a working group to discuss whether additional classifications may be eligible for Manager Standby Pay. Either the County or OCMA may initiate the working group by December 15, 2023. Prior to the first working group meeting, OCMA shall identify any classification it believes may be eligible for Manager Standby Pay, and shall provide information for each classification that it believes justifies payment of the Standby premium pay (e.g., departmental expectations, frequency of assignment, frequency and type of typical of incidents requiring a manager’s presence during non-regular business hours, etc.).

ARTICLE II GENERAL PERSONNEL PROVISIONS

Section 1. Probation

A. New Probation

1. Full-Time Employee

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

2. Part-Time Employee

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

B. Promotional Probation

1. A full or part-time employee who is promoted, except on a temporary promotion, shall be placed on promotional probation, except as provided in B.2., below. A full-time employee shall serve a probation period of fifty-two (52) weeks ending with the first day of the pay period following completion of said period. A part-time employee shall serve a promotional probation period of two thousand eighty (2080) regular paid hours ending with the first day of the pay period following completion of said period.

2. When a regular or regular limited-term employee is promoted, reduced, or reassigned as a result of the employee's position being reclassified and the class from which the employee is promoted, reduced, or reassigned 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 discretion of the employee's Department Head is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted probationary period in that class.

C. Failure of Probation

1. New Probation

An employee on new probation may be released from the service at any time without notice, cause, or 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 notice, cause, or right of appeal or hearing except as provided in C.3., below.

b. 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 the higher class.

When an employee is returned to his or her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position other than at the direction of the employee's Department Head shall not have the right to return to his or her former class.

c. 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 unlawful discrimination by the County 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 regular 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, two thousand eighty (2080) hours shall equal fifty-two (52) weeks.

2. When an Department Head or his or her representative passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in Section E.1. of this Article, below, and an

employee who is permitted by the Department to work beyond the end of a probation period shall be deemed to have passed such probation period.

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

E. Extension of Probation Periods

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

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

3. Upon recommendation of the Department or request of the employee with concurrence of the Department, the probation period of an employee may be extended at the sole discretion of the Chief Human Resources Officer for a period not to exceed one hundred eighty (180) calendar days provided such action is approved by the Chief Human Resources Officer before the normal probation period is completed.

   Denial of a request to extend a probation period shall not be subject to appeal or hearing.

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

employment authorization document by the expiration date of the expiring employment authorization document.

Section 2. 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 3. Status of Limited-Term Employees

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

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

C. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions such employees shall maintain their original hire date for purposes of vacation, sick leave accrual, annual leave accrual, and retirement. 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 accrual, retirement, 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.

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

Section 4. Temporary Promotion

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

B. An 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 nine (9) months. Temporary promotions which are being used to dual-fill for an employee on leave of absence shall be limited to one year.

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

D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his or her former class and Department.

Section 5. Reemployment of Employees on Disability Retirement

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

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

list for a period of two (2) years from date of retirement, or date their disability retirement is discontinued, except that:

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

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

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

Section 6. 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 7. Time Off for Selection Procedures

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

ARTICLE III LEAVE PROVISIONS

Section 1. Sick Leave

A. Accumulation of Sick Leave

1. For the purpose of this Section, each biweekly pay period for which a full-time employee receives his or her full biweekly salary shall be considered the equivalent of eighty (80) regularly scheduled paid hours.

2. 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).

3. 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).

4. 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.

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

B. Permitted Uses of Sick Leave

Sick leave may be applied to:

1. An absence necessitated by 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. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother,

mother-in-law, stepparent, brother, sister, wife, husband, registered domestic partner, child, stepchild, grandchild, grandparent, legal guardian or any other relationship as required by law.

5. Absences from duty because: (1) the employee's presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to the time period specified in Labor Code section 233. For purposes of this Subsection "family member" means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).

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

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

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

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

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

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

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

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

10. After exhaustion of annual leave balances (as required in Article V, Section 4.B.), up to twenty-four (24) hours of sick leave per fiscal year may be donated as part of the County's Catastrophic Leave Donation plan.

C. Prohibited Uses of Sick Leave

Sick leave shall not be applied to:

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

2. Absences which occur on a County holiday.

D. General Provisions

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

2. Except as 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 County 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.2.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.2.a.

4. 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.

5. Notwithstanding any other provision of this Memorandum of Understanding, if a Probation Safety Manager is killed in the line of duty (in accordance with Penal Code section 830.5), one hundred (100) percent of the employee's Annual Leave balance will be paid to the employee's estate.

Section 2. Bereavement Leave

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

A. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, child, step-child, grandparent, grandchild, or person with whom the employee has/had a legal guardian relationship.

B. Upon request, regular, limited-term or probationary employees who are in full-time paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts for each death, and employees who are in part-time status shall receive time off with pay,

not to exceed the number of hours scheduled in a part-time employee's normal workweek for each death.

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

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

Section 3. Authorized Leave Without Pay

A. Departmental Leave

A regular, limited-term, or probationary employee may request an Departmental Leave Without Pay for a period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the Department except in cases where Official Leave has been authorized pursuant to Sections 9, 10.A., and 11 below. The Department Head may require that all accumulated compensatory time be used prior to granting of Departmental Leave. The use of earned vacation or annual leave prior to the obtaining of Departmental Leave shall be at the option of the employee. If the Leave qualifies as Family Leave pursuant to applicable law, the Department Head may require that all sick leave, compensatory leave, vacation time, and/or not more than 192 hours of annual leave be used prior to granting an Departmental Leave except that the use of sick leave shall be subject to the provisions of Article III, Section 1.C. and D., above. Use of annual leave beyond 192 hours shall be at the discretion of the employee, subject to the annual leave provisions.

B. Official Leave

1. Upon request, a regular, limited-term, or probationary employee may be granted an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year except as provided in subsections 2. and 3., below. Such Leave may be authorized only after an employee's completion of an Departmental Leave and after all compensatory time, vacation accruals, and not more than 192 hours of annual leave have been applied toward payment of the absence. Use of annual leave beyond 192 hours shall be at the discretion of the employee, subject to the annual leave provisions.

2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the Department except that requests for Official Leave which qualify as Family Leave pursuant to applicable law shall be granted to the

extent required by such law. If the Department denies the extension of such Leave, the provisions of subsection 5. below, shall not apply.

3. An employee who is eligible for and requests a valid need for Family Leave pursuant to Article III, Section 11 below and applicable law, shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only after use of leave balances as specified below:

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

    b. When Official Leave is used for all other reasons – after all accumulated compensatory time and, vacation accruals or not more than 192 hours of annual leave have been applied toward the absence. The use of annual leave beyond 192 hours shall be at the discretion of the employee, subject to the Annual Leave provisions.

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

5. Except as to leave which must be granted pursuant to Sections 9 through 11 in this Article, the Department shall indicate on the request its decision as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Chief Human Resources Officer. He or she shall deliver a copy to the employee. If the Department modifies or does not approve a request for Official Leave, the employee may, within fifteen (15) calendar days of this action, file a request for review with the Chief Human Resources Officer. The Chief Human Resources Officer shall review the request and make a decision within seven (7) calendar days. The decision of the Chief Human Resources Officer on such appeals shall be final.

6. An Official Leave shall not be credited toward continuous service.

C. <u>General Provisions</u>

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 10. A., below apply.

3. An employee who has been absent without pay due to a Leave granted pursuant to Sections 3, 4, 9, and/or 11 of this Article shall be considered to have automatically resigned his or her employment with the County under the provisions of Section 8., below, unless he or she returns to work at the end of the Leave or receives approval for an extension of his or her Leave.

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, vacation time, and not more than 192 hours of annual leave have been applied toward the absence. Use of annual leave beyond 192 hours shall be at the discretion of the employee, subject to the annual leave provisions.

3. Unless otherwise required by law, the employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours or more.

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

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

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

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. 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. Absence Without Authorization

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

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

C. When an employee has been absent without authorization and the County plans to invoke the provisions of 8.A., above, at least ten (10) calendar days prior to accepting and entering an automatic resignation, the County shall send written notice to the employee's last known address by certified mail with return receipt requested, and shall deposit such notice in the United States mail with postage fully prepaid. Notice is complete upon mailing. Such written notice shall contain:

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

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

    3. a statement of the employee's right to respond, either orally or in writing, prior

to the effective date of such proposed action;

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

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

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

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

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

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

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

Section 9. 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 and compensatory time and not more than 192 hours of annual leave have been applied toward the absence. Use of annual leave beyond 192 hours shall be at the discretion of the employee, subject to the

annual leave provisions.

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

C. Sick leave must be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article provided the employee has furnished the Department with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.

D. Pregnant employees may also apply for a 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, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 10. Workers' Compensation Leave

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

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

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

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

3. accepts employment outside the County; or

4. accepts employment in another County position; or

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

6. is retired pursuant to Government Code provisions.

An employee whose Workers' Compensation Leave ends pursuant to this provision and who does not return to work or obtain Department approval for an authorized leave of absence shall be considered to be absent without authorization.

C. If practicable, an employee on Workers' Compensation Leave and/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 11. Family Leave

A. General Provisions

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

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

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

b. The birth of a child, and in order to care for the newborn child within one year of birth (also see Section 9, above);

c. Placement of a child for adoption or foster care within one year of the placement (also see Section 9, above).

d. Employee's presence is needed to attend to a serious health condition of the employee's child, spouse, registered domestic partner, parent, or a child of an employee standing in "loco parentis" who is either under eighteen (18) years old or adult dependent child incapable of self-care because of mental or physical disability.

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. Requests for Family Leave may also fall under the provisions of Sections 3, 4, and 9, above.

4. The County shall determine if a request for Family Leave is valid within the parameters of applicable law.

5. Terms of Leave

   a. 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 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.

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

   c. When a request for Family Leave is approved, the Department shall determine if annual leave, sick leave, compensatory, and/or vacation time is to be applied and shall determine the order in which such time is applied. The use of sick leave shall be restricted to those circumstances which qualify under the provisions of Article III, 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. The County may require 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/her duties because of the condition (if leave is for own serious health condition) or that care is needed (if leave is for a child, spouse, registered domestic partner or parent).

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

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

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

Section 12. Leave for OCMA Business

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

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

B. OCMA 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 work.

Section 13. OCMA Presidential Leave

A. The County agrees to grant, if requested by OCMA, Presidential Leave with pay and without loss of any benefits provided by this Memorandum of Understanding, except as provided below, to the President of OCMA during the term of this Memorandum of Understanding provided that:

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

2. The Presidential Leave is requested fourteen (14) calendar days in advance. Said notice may be waived by mutual agreement.

3. OCMA promptly reimburses the County for all OCMA President salary expenses incurred during the Presidential Leave.

4. OCMA promptly reimburses the County for all benefit expenses incurred during the Presidential Leave.

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

6. There is not a compelling need for the employee to perform County work.

7. The employee's performance meets standards.

8. When the duration or frequency of Presidential Leave is such that the employee's absence imposes a hardship on Departmental operations, the County may reassign or transfer the individual to a less critical position in his or her class.

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

C. The probation period, if applicable, shall be extended by the length of Presidential Leave. The extended probation period shall end on the first day of the pay period following said date.

D. The employee's eligibility for promotional examinations shall not be affected by Presidential Leave.

E. In the event emergency recall of employee becomes necessary, Presidential Leave may be suspended or cancelled during the course of the emergency. OCMA shall not be obligated for reimbursement cost listed in A.3. and A.4 above, for the period that Presidential Leave is suspended or cancelled. Provisions of A.1. through A.8., above, shall be suspended during said emergency recall.

F. Not more than one (1) employee shall be eligible for Presidential Leave at any one (1) time.

Section 14. Leave of Absence Language Working Group

The County and OCMA agree to establish a working group on this Article for the purpose of clarifying language regarding leaves of absences and streamlining language for understandability.

ARTICLE IV VACATION

Section 1. Accumulation of Vacation

A. For the purpose of this Section, each biweekly pay period for which a full-time employee receives his or her full biweekly salary shall be considered the equivalent of eighty (80) regularly scheduled paid hours.

B. During the first three (3) years of employment, an employee in a full-time regular or limited-term position shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately three [3] weeks per year). Part-time employees will earn vacation on a pro-rated basis.

C. Commencing with the pay period following that in which a full-time employee completes three (3) years of continuous County service (6240 hours), a full-time employee in a regular or limited term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately four [4] weeks per year). Commencing with the pay period in which a part-time employee completes 6240 hours of continuous County service, a part-time employee in a regular or limited term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek.
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D. 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 .0962 hours vacation for each hour of pay during his or her regularly scheduled workweek (approximately five (5) weeks per year). Commencing with the pay period in which a part-time employee completes 20,800 hours of continuous County service, a part-time employee in a regular or limited term position shall earn .0962 hours of vacation for each hour of pay during his or her regularly scheduled workweek.

E. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with less than ten (10) years of continuous County service shall be three hundred sixty (360) hours. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with ten (10) or more years of continuous County service shall be four hundred eighty (480) hours. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee's vacation credit drops below the maximum allowed.

Section 2. General Provisions

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

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

C. When an employee's County service consists of part-time regular service or a

combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years (Article IV, Section 1.D.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.

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

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

F. Vacations shall be scheduled for employees by their Department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

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

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

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

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

K. Except as set forth below, during each fiscal year an employee may request to cash out accrued vacation either in two (2) separate increments of up to forty-five (45) hours each or one (1) increment of up to ninety (90) hours.

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

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

a. The employee’s accrued vacation bank is such that s/he will reach the applicable cap (as set forth in section 1.E. above) some time during the fiscal year, unless the employee is able to cash-out vacation time.

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

Notwithstanding subsection 2.b. above, an employee with less than 120 hours of accrued annual leave, may cash-out their remaining annual leave balance and accrued vacation time necessary to reach the combined annual cash-out cap of 120 hours, irrespective of an employee reaching their maximum vacation accrual cap during the same fiscal year.

L. Notwithstanding any other provision of this Memorandum of Understanding, if a Probation Safety Manager is killed in the line of duty (in accordance with Penal Code section 830.5), one hundred (100) percent of the employee's vacation balance will be paid to the employee's estate.

ARTICLE V ANNUAL LEAVE

These Annual Leave provisions apply only to regular and limited-term employees hired on or after July 15, 1977, and before this 2014-17 MOU has been adopted by the Board of Supervisors.

As discussed more fully in Section 4 of this Article, effective upon implementation of this MOU, employees will no longer accrue annual leave. Instead, employees will accrue sick leave and vacation time pursuant to Articles III and IV.

Section 1. Use of Annual Leave for Illness or Injury

A. Annual Leave may be applied to:

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

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

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

4. Absence from duty because the employee's presence is needed to attend to the critical 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, registered domestic partner, child, stepchild, grandchild, grandparent, or legal guardian.

5. To the extent required by Labor Code section 233, 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). 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 business.

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 2. General Provisions

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

B. Vacations (annual leave) shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

C. 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.

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

E. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid annual leave from the County service except as an Election Board Officer, or Election Night Help.

Section 3. Payoff of Unused Annual Leave

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

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

2. An employee who has 750 or more hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out up to 120 hours of Annual Leave upon his/her request until such time as his/her accumulation is less than 750 hours, at which point cash-out procedures will be governed by Section 3.A.1, above.

3. Notwithstanding subsections 1 and 2 above, and except as provided in Article IV, Section 2.K., an employee may not cash out Annual Leave during the same fiscal year that Vacation Leave is cashed out.

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.

Years of Service	**Maximum Payoff**
Less than 3 years	240 hours maximum paid at 100%
3 but less than 10	360 hours maximum paid at 100%
10 or more years	A maximum of 1600 hours of the accrued annual leave balance has cash value. 480 hours are paid at 100%; remaining balance obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 10 years of service equals 20% cash value for remaining balance; 25 or more years of service equals 50% of the remaining balance after deducted from 1600 hours maximum.

Notwithstanding the above, no employee may receive a payoff paid at 100% that exceeds 480 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article IV, Section 1.F; remaining hours, up to the accrual limits specified in Article IV, Section 1.F, will be paid from the annual leave accrual. (Accrued vacation that is taken as time-off for purposes of retirement (See Article IV, Section 2.J), 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. For example, an employee with 18 years of service has 320 hours of accrued vacation and 580 hours of accrued annual leave at the time of separation of service. The employee would be entitled to 480 hours of full pay (320 hours of vacation and 160 hours of annual leave) plus 420 hours of pay (580 – 160) at 36% (18 years x 2%).

C. 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.

D. Annual Leave Payout on Retirement

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

1. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100% (i.e., 240 hours for employees with less than three (3) years of service, 360 hours for employees with at least three (3) years of service but less than ten (10) years of service, 480 hours for employees with at least ten (10) years of service). If the employee does not take time off or the amount of leave taken as time off does not exceed the amount of hours the employee is eligible to be paid at 100% the remaining balance, to a maximum of 1600 hours (less maximum number of hours paid at 100%) shall be paid in accordance with payoff provisions set forth in Section 4(B) of this Article.

2. Notwithstanding the above, any annual leave taken as time off during the final 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, workers compensation leave, or other statutorily protected leave during the final two (2) pay periods of employment.

E. Notwithstanding any other provision of this Memorandum of Understanding, if a Probation Safety Manager is killed in the line of duty (in accordance with Penal Code section 830.5), one hundred (100) percent of the employee's Annual Leave balance will be paid to the employee's estate.

Section 4. Cessation of Annual Leave, Transition Time Period to Use Annual Leave

A. Effective upon adoption of this MOU, employees will no longer accrue annual leave. Instead, employees will accrue sick leave and vacation time pursuant to Article III, Section 1 and Article IV.

B. Except as modified in C. below, 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.

C. An employee with at least 10 years of continuous full-time County service (20,800 regularly scheduled hours) who has annual leave balances may elect to use a maximum of 80 vacation hours during each fiscal year for approved time off.

D. During the 90 day period beginning 30 days after the adoption of this MOU, employee will have a one-time opportunity to convert annual leave that has been accumulated prior to the implementation of this MOU to sick leave, provided the

conversion does not result in the employee exceeding the 1500 hours cap for sick leave.

ARTICLE VI HOLIDAYS

Section 1. Holidays Observed

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

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

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

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

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

B. Except as provided in Section 1.E., below, if a holiday, designated in 1.A., above, falls on a Saturday but is observed on the preceding Friday by the Superior Court, employees who have been designated by the County as being necessary to the operation of said Court 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 other than Christmas Day, falls on a Sunday, the next day shall be observed as the holiday.

D. When New Year's Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday.

E. When Christmas Day or New Year'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 or January 1, respectively, 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, respectively. Under no circumstances shall an employee receive holiday compensation for both December 25 and the following Monday, or for both January 1 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, respectively, 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, respectively. Under no circumstances shall an employee receive holiday compensation for both December 25 and the Friday immediately preceding or for both January 1 and the Friday immediately preceding.

G. Notwithstanding Sections 1.B through 1.F above, the County may designate holiday observances as follows:

1. When Lincoln's Birthday, Independence Day, Native American Day, Veteran's Day, Christmas Day or New Year's Day falls on a Sunday, the next day (Monday) shall be observed as the holiday unless an employee is required to work on the actual holiday (rather than the observed holiday) as part of his or her normal work schedule. In such cases the employee may, with Department approval, observe the holiday on the actual holiday rather than the observed holiday. Under no circumstances shall an employee receive holiday compensation for both the actual holiday (occurring on Sunday) and the observed holiday (occurring on Monday).

2. When Lincoln's Birthday, Independence Day, Native American Day, Veteran's Day, 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 the actual holiday (rather than the observed holiday) as part of his or her normal work schedule. In such cases the employee may, with Department approval,

observe the holiday on the actual holiday rather than the observed holiday. Under no circumstances shall an employee receive holiday compensation for both the actual holiday (occurring on Saturday) and the observed holiday (occurring on the Friday immediately preceding).

3. Subsections 1 and 2 above will not be implemented unless the County implements the same holiday schedule for other recognized bargaining units (other than AOCDS).

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

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

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

2. An employee who is required to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day, or Thanksgiving Day shall receive pay computed at one and one-half (1 ½) times the employee's basic hourly rate for the number of hours actually worked, to a maximum of eight (8) hours.

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 Memorandum of Understanding, 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. Employees shall be paid for all compensatory time in excess of eighty (80) hours.

ARTICLE VII 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 paid the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car for each mile driven during each monthly period.

Section 2. Personal Property Reimbursement

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

Section 3. Optional Benefit Plan

A. Eligibility - a full-time regular, limited-term or probationary employee is eligible to receive the Optional Benefit provided he or she is continuously employed in a full-time capacity. Part-time employees whose normal workweek consists of twenty (20) hours or more will be eligible to receive fifty (50) percent of the Optional Benefit amount available to full-time employees. Employees hired or promoted after the commencement of a plan year will be eligible for the Optional Benefit on a pro-rata basis the first day of the month following the twenty-eighth (28th) day of employment in an eligible classification.

   An employee on an unpaid leave of absence during the annual Open Enrollment period will be provided the opportunity to make his/her elections for the upcoming plan year. However, if the employee has not returned to work in an eligible status on January 1st of the new plan year, his/her elections will be suspended until he/she returns to work. Upon return to work, elections and benefits will be reinstated on a prorated basis, effective the first day of the month following the return to work in an eligible classification.

B. Each eligible full-time employee shall be entitled to select benefits from those listed below at a cost to the County, and be reimbursed for eligible expenses in an amount not to exceed three thousand five-hundred ($3,500) dollars, effective the beginning of each calendar year. Eligible part-time employees shall be reimbursed for eligible expenses in an amount not to exceed one-half of the Optional Benefit Plan for full-time managers.

C. The purpose of the plan is to provide options to individual employees to best meet the needs of themselves and dependents while enhancing the employee's expertise and skills on the job.

   The options available shall include the following types of benefits:

1. Cash (taxable);

2. Health Care Reimbursement Account;

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

      i. Any portion of the Optional Benefit allocated towards the health reimbursement category as outlined in Section 3.C.5.a. will be subtracted from the amount the employee is eligible for under the County's Health Care Reimbursement Account (if the employee participates) and subject to state and federal law, regulations and guidelines.

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

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

3. The County's Defined Contribution Plan: A pre-tax contribution to the County's Section 457(b) Defined Contribution Plan.

D. Except as set forth in Section 3A (above) an employee who does not make an election during the election period shall receive a taxable cash lump sum following the close of the election period. Employee elections are irrevocable unless permitted by state and federal law, regulations and guidelines, and allowed by the plan document. For expenses to be eligible, they must be incurred during a plan period in which an employee is eligible. Claims may be filed at anytime during the plan period and all claims must be filed no later than March 31st of the next year.

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

Section 4. Educational and Professional Reimbursement

A. Effective the first day of the first full pay period following adoption of the MOU, the maximum reimbursement that may be received by eligible employees in one fiscal

year shall be $10,000.

B. An employee who is in good standing may request reimbursement of up to $2,000 of the $10,000 maximum Educational and Professional Reimbursement Program allotted amount identified in Section 4.A. above for student loan payments made during the course of the fiscal year while employed by the County. An employee must be employed by the County at the time reimbursement is made to be eligible to receive this benefit.

Section 5. Safety Boots

During the term of this contract, a Department Head in conjunction with Risk Management may authorize provision of safety work boots through a boot-mobile, voucher, or a reimbursement of a maximum of $150 per fiscal year for positions/employees that as a result of their duties are required to wear safety compliant work boots on a regular basis.

ARTICLE VIII FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1. 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.

Section 2. 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.

ARTICLE IX DISCIPLINARY ACTION

No regular, limited-term, or probationary employee shall receive a disciplinary action except for reasonable cause.

Section 1. Pre-Disciplinary Hearing for Suspension, Reduction, or Discharge

A. In suspending an employee 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 the recognized employee organization in a hearing pursuant to this Article.

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

F. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 2. and 3. of this Article.

G. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 4 of this Article.

Section 2. 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 3. 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 Step 2 of the grievance/appeal procedure, except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

Section 4. 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 affected 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. A discharge may be appealed to advisory arbitration pursuant to Article X, Section 8. B. or to remedies provided in Article X, Section 9.

Section 5. Investigatory Meeting

A. An Employee required to attend an investigation 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.

B. 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.

C. An employee may represent himself or herself or may be represented by OCMA in an investigatory meeting.

ARTICLE X GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1. Scope of Grievances

A. A grievance may be filed if a County 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, minute orders, which do not incorporate the provisions of this Memorandum of Understanding;

2. matters which have other means of appeal including, but not limited to, matters which may be appealed through the Orange County Merit System Selection Rules and Appeals Procedure or the Workers' Compensation Appeals Board;

3. position classification;

4. performance evaluations with a standard rating or the equivalent.

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 County 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 agreement of the County and the employee or OCMA 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 Countywide basis in an emergency situation. OCMA 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.

Section 3. Submission of Grievances

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

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

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

Section 4. Employee Representation

An employee may represent himself or herself or may be represented by an agent of OCMA in the formal grievance/appeal procedure. If an employee chooses not to be represented by OCMA, OCMA may have a representative present during the grievance/appeal procedure and/or arbitration and, if necessary, shall have the right to present OCMA's interpretation of provisions of this Agreement at issue. Such presentation shall not include the merits of the grievance. The decision of the arbitrator in such case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and OCMA.

Section 5. Time Off for Processing Grievances/Appeals

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

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

2. An employee 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 employee 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 employee 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 employee 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 employee grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the employee representative shall be permitted to do so provided that:

   a. the employee representative checks in and checks out with the supervisor of the unit; and

   b. such investigation does not unduly interfere with the work of the unit.

Section 6. Informal Discussion

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

Section 7. Grievance/Appeal Steps

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

Step 1: Department Head

An employee may formally submit a grievance to the Department Head 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 suggested solution. Within seven (7) calendar days after the receipt of the written grievance, the Department Head or his or her representative(s) shall meet with the grievant. Within seven (7) calendar days thereafter, a written decision shall be given to the grievant.

Step 2: Chief Human Resources Officer

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

a) an interpretation or an application of this Memorandum of Understanding;

b) a written reprimand; or

c) a probationary release alleging discrimination,

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 suspension and/or a reduction ordered by an 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 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., above shall be final and binding and shall not be referable to higher County authority or arbitration.

Section 8. Referrals to Arbitration

A. Interpretation/Application of MOU Language

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. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance.

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. Appeals of Suspensions/Reductions

1. Submission Procedure

a. If an appeal from suspension or reduction is not settled at Step 2, a request for arbitration 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 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 appeals shall be signed by an employee or by a representative of OCMA and shall be submitted in writing.

d. The issue in all appeals of suspensions/reductions shall be:

Was (employee's name) suspended/reduced for reasonable cause? If not, what is the remedy?

e. As soon as practicable after a suspension/reduction appeal is presented to the Chief Human Resources Officer, an arbitrator shall hear the appeal, provided however, prior to going to arbitration the parties may agree to utilize mediation in an effort to resolve the appeal.

2. Findings of Facts and Remedies

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

a. If the arbitrator finds that the suspension/reduction was taken for reasonable cause, he or she shall sustain the action.

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

c. The decision of the arbitrator in matters of suspension/reduction shall be binding on all parties.

C. Appeals of Discharges

1. Submission Procedure

a. A discharge may be appealed directly to arbitration within ten (10) calendar days from the date the decision was rendered.

b. All appeals shall be signed by an employee or by a representative of OCMA and shall be submitted in writing.

c. The issue in all appeals of discharge shall be:

Was (employee's name) discharged for reasonable cause? If not, what is the remedy?

d. As soon as practicable after a discharge appeal is presented to the Chief Human Resources Officer, an arbitrator shall hear the appeal; provided however, prior to going to arbitration the parties may agree to utilize mediation in an effort to resolve the appeal.

e. The arbitrator shall advise that the order of discharge be sustained, modified, or rescinded.

f. The decision of the arbitrator in matters of discharge shall be advisory and non-binding.

D. Probationary Releases Alleging Discrimination

1. The issue to be submitted to the arbitrator in grievances filed pursuant to Article II, 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 unlawful discrimination by the County?

b. If so, what is the appropriate remedy under Article X Section 8.A of this Memorandum of Understanding?

2. Findings of Facts and Remedies

a. In the event the arbitrator finds no unlawful discrimination, the grievance shall be denied and the issue of remedy becomes moot.

b. In the event the arbitrator finds unlawful discrimination, 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 unlawful discrimination, and also finds that the discrimination 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. The decision of the arbitrator in matters of probationary releases alleging discrimination shall be binding on all parties.

E. General Provisions

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

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

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

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

10. The decision of the arbitrator shall be binding on both parties except in matters of discharge. In matters of discharge the arbitrator's decision shall be advisory and non-binding.

11. Arbitration appeal hearings of a release of a new hire probation alleging discrimination pursuant to Article III, Section 1.C.3 shall be limited to one (1) day unless both parties agree that a longer hearing is necessary.

Section 9. Court Action

Notwithstanding anything to the contrary in this Article, a discharged employee shall have the right at his/her option, to file an action in a court of competent jurisdiction. Prior to filing such action the employee must exhaust the steps of the grievance procedure set forth in Sections 6. and 7. of this Article. The employee may then elect to appeal the discharge to advisory arbitration or file a lawsuit. In any such action, the employee shall have the right to pursue any claims he/she might have under statutory or common law, and shall not be limited to an action for breach of contract. The County agrees that it will not assert that the employee failed to exhaust his/her contractual remedies. If an employee elects to file suit, the action shall be subject to the applicable statute of limitations.

ARTICLE XI LAYOFF PROCEDURE

Section 1. General Provision

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

Section 2. Order of Layoff

A. When a reduction in the work force is implemented, each Department Head shall determine, subject to CEO approval, which employees are subject to layoff based on the needs of the organization.

B. In considering which employees shall be subject to layoff, consideration shall be given to knowledge and skills related to organizational need and the employee's performance. Where a Department determines that two or more employees' knowledge, skills, and performance are generally equivalent, years of service shall be given consideration.

Section 3. Notification of Employees

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.

Section 4. Voluntary Reduction from Classes Designated as Vulnerable to Layoff Appeal

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 placed on Department rehire list pursuant to Article XI, Section 5.

Section 5. Rehire Lists

A. The names of persons laid off shall be placed on an Departmental Rehire List for each class in the occupational series at or below the level of the class from which laid off.

B. Persons on the Departmental Rehire List for that class will be considered prior to eligibles on other types of eligible lists. If rehire is offered to a class other than that from which the person was laid off, such person must first meet the minimum qualifications and pass any required performance test for that class.

C. Names of persons placed on the Departmental Rehire List shall remain on the list for two (2) years, except that:

1. A person who rejects or fails to respond within five (5) calendar days to an offer of employment in a particular class shall be removed from the list for that class.

2. A person who declines referral for an interview in a particular class shall be removed from the list for that class.

3. A person who retires from the County shall be removed from all lists.

D. In the event two (2) or more agencies/departments are consolidated while Departmental Rehire Lists are in effect, such lists shall be combined and treated as one (1) list by class in accordance with the preceding provisions. When a transfer of one (1) or more functions of one Department to another Department occurs, employees previously laid off from such function(s) who are on an Departmental Rehire List for the Department losing such function(s), shall be removed from such list and shall be placed on a Rehire List by class for the Department acquiring such function(s) and treated in accordance with the preceding provisions.

Section 6. Status on Rehire

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

1. All sick leave or remaining annual leave balance credited to the employee's account when laid off shall be restored.

2. All service hours held upon layoff shall be restored.

3. All prior service shall be credited for the purpose of determining sick leave, vacation leave, and annual leave earning rates and service awards.

4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.

5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article II, Sections 1.B.1. or 1.B.2., if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.

ARTICLE XII ON-THE-JOB INJURY

Section 1. Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of County employment which requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code Section 4600 et. seq. or for administrative management employees in the Probation Department who hold safety status, Section 4850, whichever is applicable.

Section 2. Workers' Compensation

A. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued annual leave, sick leave, compensatory time, and/or vacation, in that order.

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

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

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

E. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of annual leave, sick leave, and/or vacation earning rates.

Section 3. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a County-designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed 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, annual leave, sick leave, compensatory time, and/or vacation time may be used, at the employee's option, in that order.

ARTICLE XIII SAFETY

Section 1. General Provisions

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. 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. 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.

ARTICLE XIV INSURANCE

As of the date of Board of Supervisors adoption of this MOU, Sworn Public Safety Managers participate in the County health plans. Effective July 1, 2020, Sworn Public Safety Managers will be transitioned to the AOCDS Medical Trust, pursuant to the terms and conditions set forth below. Sworn Public Safety Managers are employees in this bargaining unit who are sworn peace officers pursuant to Cal. Penal Code § 830.5(a) (Probation) and § 830.35(c) (Coroner).

Section 1. Health Plans and Premium Contributions

The County and OCMA agree to establish an Insurance Working Group to discuss the redesign of the Wellness Credit program, how employees earn their 5% credit, and reducing the cost of health insurance.

A. Full Time Employees

1. Except as modified by Sections 1.C, through H, 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 coverage plan other than the Sharewell Choice PPO plan:

   a. Employee Only Coverage – eighty-five (85) percent of the employee's premium or ninety (90) percent of the employee's premium if the employee completes the Wellness Incentive program;

   b. Employee and Dependent Coverage - seventy (70) percent of the total health premium for each employee and such employee's eligible dependents or seventy-five (75) percent of the employee's premium if the employee completes the Wellness Incentive program.

   c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. Employees who elect the Sharewell Choice PPO plan will not only have their insurance premium fully paid by the County but will also receive a payroll credit per plan guidelines. In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4. The health plan 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 Wellness Incentive program;

   b. Employee and Dependent Coverage – thirty-two and one-half (32 ½) percent of the total health plan premium for each employee and such employee's eligible dependents or thirty-seven and one-half (37 ½) percent of the total health plan premium for each employee and such employee's eligible dependents if the employee completes the Wellness Incentive program.

   c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. The County will pay the following percentage of the premium for employees electing the Sharewell Choice PPO plan:

   a. Employee Only – one hundred (100) percent of the premium;

   b. Employee and Dependent – see subsection B.2.b., above.

   In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek.

5. The health plans and their premiums are adopted, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents through HRS/Employee Benefits.

C. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, for each EME subscriber who does not complete the Wellness Incentive program, the County will pay ninety-five (95) percent of employee and dependent coverage. For each EME subscriber who does complete the

Wellness Incentive program, the County will pay the full cost of employee and dependent coverage for the EME subscriber. EME dependents are enrolled as dependents of the EME subscriber and are not required to participate in the Wellness Incentive program.

Employees must report any subsequent changes in marital status, such as legal separation or divorce, within thirty (30) days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this program during the period in which the employees were ineligible due to legal separation or divorce.

D. OCMA will make a concerted, good faith effort to encourage its members and their dependents enrolled in the County's PPO health plan to avoid using out-of-network service providers. Plan designs for the County sponsored health plans may be altered during the term of this MOU, provided the changes are made at the same time and in the same manner for a majority of County employees.

During the term of this MOU, upon request of either party, the parties will meet to discuss potential modifications/cost containment of health insurance plans.

E. Dual Coverage: If two married employees are enrolled in separate health plans neither employee may cover the employee's spouse as a dependent on their 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.

F. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article III, Section 11. and applicable law, the County shall continue to pay health insurance premiums as provided in sections A. and B. above, to the extent required by applicable law.

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 pay health insurance premiums as provided in sections A and B, above, to the extent required by applicable law.

H. Effective January 1, 2008, active employees are pooled separately from retirees for purpose of setting premiums for participation in County offered health plans.

I. Effective January 1, 2024, County health insurance plans will be restructured to include both active County employees and eligible County retirees, with the requirement that the retiree health insurance premiums for non-Medicare retirees exceed the active employee health insurance premiums by 20 percent. Active employee premiums (contributions/payroll deductions) shall not increase beyond the actuarially determined increases related to active employee claims experience.

Section 2. Health Plan Enrollment

A. New eligible employees will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Wellwise Choice PPO Health Plan, employee only. Eligible part-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Sharewell Choice PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work, unless required by state/federal law. Upon return to work, coverage will become effective the first day of the month following thirty (30) days from the date of return, unless otherwise required by state/federal law.

B. Employees may opt out of participation in the County's health insurance programs at any Open Enrollment or within 30 days of a qualifying life event provided they sign a waiver of the offer of health coverage that complies with the Affordable Care Act ("ACA") and/or other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements.

C. Terminated employees will continue to receive coverage in all health plans until the last day of the calendar month in which they terminate employment. 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.

D. The County shall provide for an open enrollment period once each calendar year for employees, employees' eligible dependents, and retirees to change their enrollment in a County health plan. Employees who wish to opt out of a County Health Plan will be required to sign a waiver of the offer of health coverage that complies with the Affordable Care Act ("ACA") and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements of coverage at each Open Enrollment.

E. Eligible employees who have opted out of a County health plan as described in Section 1 will be given an opportunity to elect and enroll in a Retiree health plan.

Section 3. AOCDS Medical Insurance Trust Fund for Sworn Public Safety Managers

A. Effective July 1, 2020, all active Sworn Public Safety Managers will be enrolled in AOCDS medical benefit plans which shall provide medical benefits similar to those offered by the County.

New Sworn Public Safety Managers hired on or after June 1, 2020, shall be enrolled in AOCDS medical benefit plans the first day of the month following hire date.

B. Eligible Sworn Public Safety Managers 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 Sworn Public Safety Manager shall be eligible for County Health insurance plans except in the capacity as an eligible dependent while on unpaid leave of absence.

C. Sworn Public Safety Managers retiring on or after January 1, 2020, shall be enrolled in the AOCDS Medical Trust. The effective date of enrollment shall be January 1, 2020, or the first of the month following retirement, whichever is later. Sworn Public Safety Managers retiring before January 1, 2020, shall remain enrolled in County-offered health plans.

Section 4. Medical Insurance Contribution for Sworn Public Safety Managers

A. Effective the first payday in June 2020 (Pay Period 12 – May 22, 2020 through June 4, 2020), the County shall contribute a composite rate of $1,395 per month for each full-time enrolled, regular, limited-term, and probationary Sworn Public Safety Manager on paid status in this unit, except as noted in B., C., D., and E. below.

For Sworn Public Safety Managers hired on or after June 1, 2020, 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 Sworn Public Safety Manager whose normal workweek consists of at least twenty (20) hours shall be one half (1/2) the rate for a full-time Sworn Public Safety Manager. No contribution shall be made for a Sworn Public Safety Manager 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 Sworn Public Safety Managers, 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 Sworn Public Safety Manager in a paid status during some portion of the pay period.

D. During the term of this MOU, any negotiated increase to the amount of the County's contribution to the AOCDS Medical Insurance trust as stated in the AOCDS Public Safety and Supervising Public Safety Units MOU will also be applicable to Sworn Public Safety Managers.

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. The County shall contribute to the AOCDS trust fund when the subscriber is a Sworn Public Safety Manager.

F. For Sworn Public Safety Managers who are on approved leave which meets the requirements of Family Leave pursuant to Article III, Section 11 and applicable law, the County shall continue to make medical insurance contributions as described in A., B., C., and D., above.

G. 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 Sworn Public Safety Managers.

Section 5. Other Insurance Coverage and Physical Examination

A. The County will provide to all full-time regular, limited-term, and probationary employees the following:

1. Short-term Disability Insurance Plan at no cost to the employee to provide, after sick leave or 192 hours of annual leave is exhausted, sixty (60) percent of salary for up to one (1) year for certified nonoccupational injury or illness. The plan will also provide for continuation of the County's share of premiums for health, dental, and life insurance benefits while the employee is on Official Leave for non-occupational disability for up to one (1) year from the effective date of disability.

2. Long-term disability insurance coverage at no cost to the employee to provide up to sixty (60) percent of salary.

3. Life Insurance and Accidental Death and Dismemberment Insurance:

a. Basic Life insurance and accidental death and dismemberment insurance will be provided in the amount of $100,000 for all full-time administrative management employees without proof of insurability. Such insurance will be subject to the limitations of liability contained in those insurance policies. Benefits are subject to Imputed Income

requirements as required by law.

b. Employees will have the option to purchase additional life insurance coverage options without proof of insurability if purchased within thirty
(30) days of eligibility. Some levels of additional life insurance coverage, or any additional life insurance coverage purchased after thirty (30) days of eligibility require proof of insurability. Employees will have the option to purchase additional supplemental life and accidental death and dismemberment coverage including dependent coverage. Such insurance will be subject to the limitations of liability contained in those insurance policies. Benefits are subject to imputed income requirements as required by law.

4. Voluntary annual physical examinations by a County-designated physician at no cost to the employee.

B. The County will provide dental insurance for the employee and dependents to all full-time regular, limited-term, and probationary employees. Part-time regular, limited-term, and probationary employees will have the option of purchasing dental insurance for the employee and dependents by paying one-half the monthly rate paid by the County for full-time employees, provided the employee's normal workweek consists of at least twenty (20) hours.

Section 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 7. Retiree Medical Plan

A. Retiree Medical Grant

1. Effective the pay period beginning on June 16, 2023, the Retiree Medical Grant benefits shall be frozen. Employees shall not accumulate additional service hours or credit toward eligibility for the Retiree Medical Grant as of June 16, 2023. Cost of living adjustments (COLAs) and age adjustments, other than the 50% grant reduction at age 65 for retirees eligible for Medicare, shall cease for employees retiring effective on or after June 16, 2023.

2. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan (“the Plan”) for employees who have retired from County service and who meet certain eligibility requirements of the Plan.

3. The County will: (a) fund the cost of the Plan; and (b) establish a trust to administer the Plan.

4. 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 a County-offered health insurance plan and/or Medicare premiums as provided below.

   a. Upon implementation of the Plan**,** for eligible retirees the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service in an Eligible Classification up to a maximum of twenty- five (25) years. In each fiscal year, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County health plan premiums no later than the effective dates of such change, not to exceed three (3) percent per year. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums. The adjustments to the Grant (COLAs) based on changes to health plan premiums as referenced in this section will cease to apply for eligible retirees who retire effective on or after June 16, 2023.

   b. The Grant will be adjusted as follows:

      1) The Grant will be reduced by seven and one-half percent (7½%) 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. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.

      2) The Grant will be increased by seven and one-half percent (7½%) per year for each year of age the employee is greater than age 60, based upon the employee's age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.

      3) Sections 5.A.2.b.1 and 5.A.2.b.2 shall not apply to Safety Classifications or Disability Retirements.

      4) The Grant for all eligible retirees (including retirees on

disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B or immediately, if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B, as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to September 26, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

c. All current employees who retire and become eligible for a Grant shall be provided a one (1) time opportunity of thirty (30) days to enroll in a County offered health plan or elect to temporarily opt out of retiree health from the date they retire. Should a retiree fail to make an election to temporarily opt out during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Grant, if eligible and enrollment in a County offered 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-offered health plan and/or Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

C. Eligibility Requirements for Retiree Medical Grant

1. Retiree must be actively retired from the County of Orange and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). New employees hired on or after June 16,

2023, are not eligible for the Grant.

Employees who were employed by the County on or before June 15, 2023, with 10 or more years of credited service as defined under the Retiree Medical Plan Document, shall be eligible for the Grant. Employees who are employed by the County as of June 16, 2023, with one or more full years of credited service, as defined under the Retiree Medical Plan Document, shall have the option to elect keep their Grant, if otherwise eligible under the Retiree Medical Plan Document, or have the County make a contribution to the County Health Reimbursement Arrangement (HRA) based on their full credited years of service. The County contribution to the HRA will be made as soon as administratively feasible on or after June 16, 2023. If an employee retires before June 16, 2023, the employee may only receive the Grant, if otherwise eligible under the Retiree Medical Plan Document, and will not be eligible to elect to receive the County HRA contribution.

The County contribution to the HRA will be $855 for each full year of credited service, as defined under the Retiree Medical Plan Document. There will be no County contribution for partial credited years of service.

Any employee who elects the Grant shall have the value of their Grant calculated based upon the credited years of service, as defined under the Retiree Medical Plan Document, up to a maximum of 25 years. Any employee whose years of credited service is greater than 25 shall receive $855 per each full year of eligible service beyond the 25-year cap contributed by the County to the HRA.

2. A retiree who receives a service-connected disability retirement pension under OCERS effective before June 16, 2023, shall be eligible for a Grant equal to either ten (10) years of service or actual years of credited County service, whichever is greater.

3. A retiree with a minimum of five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS effective before June 16, 2023, 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.

4. A separated employee who has less than ten (10) years of credited County service or is under normal retirement age and requested a service or non-service connected disability retirement pension under OCERS shall not be eligible to receive the Retiree Medical Grant until a determination of disability status is made by the Orange County Board of Retirement.

5. 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 Board of Retirement grants a disability retirement.

6. All eligible retirees and enrolled dependents that are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Grant. All eligible retirees and dependents that are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.

7. 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 shall not become eligible for participation in the Grant.

8. For purposes of this Section, a full year of credited service shall be based upon those regular hours the employee worked for the County as a regular, limited-term, and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service. Hours of service performed in periods before August 1, 1993, shall be counted toward credited service only if the employee is continuously employed by the County from August 1, 1993, until his or her retirement. For this purpose, a layoff will not be regarded as a break in continuous employment if the employee is reemployed by the County in an eligible classification following such layoff.

D. Survivor Benefits

1. A surviving dependent of a retiree who was eligible to receive a Retiree Medical Grant, as stated above in A through C, and who qualifies for a monthly 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.

E. Opt-Out of Retiree Medical Grant and Transition to a Health Reimbursement Arrangement (HRA)

Effective June 16, 2023, employees who choose to opt out of the Retiree Medical

Grant shall receive a value for their grant of $855.00 for each full year of qualified service contributed to the employee's HRA. The opt-out value will not be limited to a 25-year cap.

F. Transition from County Retiree Medical Grant to a Health Reimbursement Arrangement

1. Effective on June 16, 2023, 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 HRA Advisory Committee, shall administer the program subject to the requirements set forth in the County Health Reimbursement Arrangement Plan Document.

2. The County will contribute to each employee's HRA effective the pay period beginning on June 16, 2023, $60.00 per pay period for each full-time employee and $30.00 for each part-time employee (scheduled to work at least 40 hours per pay period) and the County contribution will be increased by 2.5% annually each first full pay period beginning July 2024.

Section 8. Reopener as Result of the ACA

The County may reopen negotiations on this Article and other provisions in this MOU (e.g., Optional Benefits program in Article VI, Section 3, Flexible Spending Accounts in Article VIII), for the purpose of addressing issues related to the Affordable Care Act (ACA), or other Federal legislation/regulation which impacts the County's ability to provide Benefits under this MOU.

ARTICLE XV DEFINED CONTRIBUTION

Section 1. Section 457(b) Defined Contribution Plan

An employee in a regular or limited-term position may, at his or her request, participate in the County's Section 457(b) Defined Contribution Plan.

Section 2. Section 401(a) Defined Contribution Plan

Effective the first pay period after Board adoption of the 2011 – 2014 MOU, the County contribution to the 401(a) Defined Contribution Plan, as referred to in Appendix B of that MOU ("Wages", Item 3.) will be eliminated for the remaining managers in the 401 (a) Plan under the grandfathering agreement. Managers must leave their assets in the 401(a) Plan until either retirement, separation from the County of Orange, death or total and permanent disability.

ARTICLE XVI RETIREMENT

Section 1. Retirement Benefit Levels for General Members

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 1.A.3 and Section 1.B 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 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. Pension Formula Election for Employees Hired Prior to August 27, 2010

a. Employees hired prior to August 27, 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 2.a 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 4 below.

d. Effective with the beginning of the pay period following the date an employee elects the "1.62% at 65" benefit formula, the normal employee contribution rate to the retirement system for the employee will be

calculated pursuant to Government Code section 31621. The employee will also make the contributions described in Section 3.C and D of this Article.

3. Pension Formula Election for Those Hired by the County between August 27, 2010 and January 1, 2013

   a. Employees hired on or after August 27, 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 will make retirement contributions in accordance with the provisions of Section 3.C and D below.

   c. In the event an eligible employee failed to make an election during the 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 4 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 3.C and D 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 3.C and D., below.

2. "New Members" are eligible to participate in the "DC Plan" described in Section 4 below.

Section 2. Retirement Benefit Levels for Safety Members

A. For Employees Hired Before January 1, 2013 and for Employees 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" benefit 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) year of final compensation per Government Code section 31462.1.

b. For Employees hired on or after September 21, 1979, the retirement allowance will be computed upon the employee's highest three (3) years of compensation per Government Code section 31462.

B. For Employees Hired on or After January 1, 2013 Who are Considered "New Members" Within the Meaning of 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 3. Retirement Contributions

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 shall pay the full member contribution for each of the benefit plans provided by the County.

D. General Members Contributions to Offset the Increased Cost of the "2.7% at 55" Benefit Formula

1. Except as provided in Section E below, 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 June 24, 2005, general members in this bargaining unit began making an additional contribution to the retirement system. This contribution is in addition to the normal employee contribution calculated under Section 31621.8 of the Government Code (or Section 31621 of the Government Code, if applicable), and is in addition to the employee contribution required to help provide full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the actuary. The additional employee contribution made under this paragraph is known as the "Reverse Pickup" and is designed to offset both the prospective increased costs, as well as the increased costs attributable to past service liability of providing this enhanced retirement benefit.

   a. The portion of the additional employee contribution that is attributable to past service liability shall be in accordance with and for the purposes stated in Section 31678.3(d) of the Government Code. This additional contribution shall continue beyond the expiration date of this MOU for the purpose of amortizing, over a 20-year period, the cost of the enhanced retirement benefit.

   b. The portion of the additional employee contribution that is attributable to the prospective increased cost of the benefit shall also continue beyond the expiration date of this MOU but unlike the past service liability, does not expire at the end of the 20-year period set forth above.

2. Implementation of the foregoing changes increased employee and employer retirement contributions for general members in this bargaining unit. Except as provided in Section E below it is the intention of the parties that the amount of this increase will continue to be borne entirely by the general member employees, and not by the County.

3. The County and OCMA will annually review its costs including costs impacted by changes in the investment earnings and evaluate whether any adjustments to employee contributions are necessary.

E. <u>Reduction in Reverse Pickup</u>

1. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, the annual reverse pickup contribution rate for employees in the PEPRA and 1.62% at 65 Classic benefit formulas will be frozen at the fiscal year

2019-2020 rate. The reverse pickup contribution rate for employees in the 2.7% at 55 benefit formula shall continue to be calculated pursuant to Section 2 of this Article.

2. Effective the first day of the first full pay period after Board of Supervisors adoption, the County will assume responsibility for a fixed 1.2% reduction of the employee's paid reverse pickup.

3. Effective July 3, 2020, the County will assume responsibility for an additional 1.2% for a total fixed 2.4% reduction of the employee's paid reverse pickup.

4. Effective July 3, 2021, the County will assume responsibility for an additional 1.2% for a total fixed 3.6% reduction of the employee's paid reverse pickup.

5. Effective July 1, 2022, the County will assume responsibility for an additional .5% for total fixed ongoing 4.1% reduction of the employee's paid reverse pickup.

6. By July 1, 2022, the entire Reverse Pickup for employees in the PEPRA and 1.62% and 65 Classic benefit formulas shall be eliminated. It is the intent of the parties that the reverse pickup amount for Legacy employees will continue to be reduced by a fixed 4.1% from July 1, 2022 into the future.

Section 4. Defined Contribution Retirement Plan

A. Beginning on the plan commencement date, the County will make available a County 1.62 Retirement Defined Contribution Plan (the "1.62 DC Plan") comprised of a voluntary 457(b) plan and a 401(a) matching plan to those employees who are covered by the " 1.62% at 65" benefit formula (whether by election, deemed to have elected or are hired on after January 1, 2013 and are deemed to be "new members" within the meaning of PEPRA). These employees will be permitted to make voluntary contributions to the 1.62 Section 457(b) DC Plan. The County will make matching contributions as described in Section 4.B., below.

B. The County will contribute a biweekly amount to the 1.62 Section 457(b) Section 401(a) DC Plan for an eligible employee equal to the biweekly amount that the employee contributes to the 1.62 Section 457(b) DC Plan, not to exceed two (2) percent of the employee's base salary (the "match"). County contributions to the 1.62 Section 401(a) DC Plan shall vest on behalf of the participant after that participant has been continuously employed by the County for a period of five (5) years. For this purpose, one year shall be equal to 2080 paid hours of service, exclusive of overtime.

C. Employee contributions to the DC Plan(s) and the County contributions to the Section 1.62 401(a) DC 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. If the County forms a study group to review potential modifications to the County's

defined contribution plan, OCMA may designate one member to participate on the study group. The study group's recommendations will be presented to the Board of Supervisors for their consideration.

Section 5. 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 remain in effect subject to approval of the Internal Revenue Service.

ARTICLE XVII NONDISCRIMINATION

The County and OCMA agree that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination by reasons of physical handicap, marital status, or medical condition (as defined under the Fair Employment Practices Act) or race, religion, color, sex, age, national origin, or ancestry.

OCMA shall not discriminate in membership or representation on any basis cited in this Article.

ARTICLE XVIII COUNTY RIGHTS

The County retains the exclusive right to make all managerial and administrative decisions including, but not limited to, the nature and extent of services to be performed, the methods, means and personnel by which its operations are to be conducted, and such other decisions as may be necessary to organize and operate in the most efficient manner. Such rights shall also include the right to manage and direct the workforce, 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 XIX EMPLOYEE RIGHTS

The County shall not hinder or discipline an employee for exercising any rights or benefits provided in this Memorandum of Understanding.

ARTICLE XX COMPENSATION

Section 1. Salary

A. The Chief Human Resources Officer has the authority to allocate classes to management ranges, and to determine the salary level of employees assigned to a new range.

B. Notwithstanding Article I, Section 2 of this MOU, salaries will be increased for unit members as set forth below.

1. Effective the first day of the next full pay period following adoption of this MOU salaries will be increased by 4.75% (base-building/salary range movement) for all unit members.

2. Effective June 28, 2024, salaries will be increased by 4.25% (base-building/salary range movement) for all unit members.

3. Effective June 27, 2025, salaries will be increased by 4.0% (base-building/salary range movement) for all unit members.

Section 2. Management Performance Evaluation and Compensation

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

B. The County and OCMA will begin discussions regarding a merit increase structure no later than October 31, 2023. The County will present OCMA with a merit increase structure no later than December 31, 2023, with an anticipated implementation date of July 1, 2024.

Section 3. Range Constraints

A. No employee's salary shall exceed the maximum of the salary range, except pursuant to Y-Rate provisions of Article I.

B. No employee's salary shall be less than the minimum rate in the range assigned to the class in which he or she is employed.

APPENDIX A

8157MA	Airport Manager, Senior
8158MA	Airport Deputy Director
8160MA	Business Services Analyst
8161MA	Business Services Administrator
8162MA	Business Services Manager
8163MA	Business Services Manager, Senior
8164MA	Business Services Assistant Deputy Director
8165MA, 8165MT	Business Services Deputy Director
8181MA	Capital Projects Administrator
8182MA	Capital Projects Manager
8183MA	Capital Projects Manager, Senior
8185MA	Community Development Analyst
8186MA	Community Development Manager
8187MA	Community Development Manager, Senior
8188MA	Community Development Deputy Director
8190MA	Criminal Justice Analyst
8191MA	Criminal Justice Administrator
8192MA, 8192MP	Criminal Justice Manager
8193MA, 8193MP, 8193MT	Criminal Justice Manager, Senior
8194MA, 8194MP, 8194MT	Criminal Justice Deputy Director
8196MA	Development Services Administrator
8197MA	Development Services Manager
8198MA	Development Services Manager, Senior
8199MA	Development Services Deputy Director
8206MA	Emergency Management Analyst
8207MA	Emergency Management Administrator
8208MA	Emergency Manager
8209MA	Emergency Manager, Senior
8210MA	Emergency Management Deputy Director
8212MA	Engineering Manager, Senior
8213MA	Engineering Deputy Director
8215MA	Assistant Chief Deputy Operating Officer
8218MA	Fiscal Analyst
8219MA	Fiscal Administrator
8220MA	Fiscal Manager
8221MA	Fiscal Manager, Senior
8222MA	Fiscal Assistant Deputy Director
8223MA	Fiscal Deputy Director
8224MA	Crime Lab Manager
8225MA	Crime Lab Manager, Senior
8226MA	Crime Lab Deputy Director
8228MA	Health Services Analyst
8229MA	Health Services Administrator

8230MA	Health Services Manager
8231MA	Health Services Manager, Senior
8232MA	Health Services Assistant Deputy Director
8233MA	Health Services Deputy Director
8234MA	Human Resources Analyst
8235MA	Human Resources Administrator
8236MA	Human Resources Manager
8237MA	Human Resources Manager, Senior
8238MA	Human Resources Assistant Deputy Director
8239MA	Human Resources Deputy Director
8240MA	Human Services Analyst
8241MA	Human Services Administrator
8242MA	Human Services Manager
8243MA	Human Services Manager, Senior
8244MA	Human Services Deputy Director
8246MA	Learning and Organizational Development Administrator
8247MA	Learning and Organizational Development Manager
8248MA	Learning and Organizational Development Manager, Senior
8249MA	Learning and Organizational Development Deputy Director
8251MA	Legal Services Analyst
8252MA	Legal Services Manager
8253MA	Supervising Deputy County Counsel
8255MA	Library Manager
8256MA	Library Manager, Senior
8257MA	Library Deputy Director
8259MA	Medical Services Manager
8260MA	Medical Services Manager, Senior
8261MA	Medical Services Assistant Deputy Director
8262MA	Medical Services Deputy Director
8263MA	Medical Director
8265MA	Operations and Maintenance Analyst
8266MA	Operations and Maintenance Administrator
8267MA	Operations and Maintenance Manager
8268MA	Operations and Maintenance Manager, Senior
8269MA	Operations and Maintenance Deputy Director
8271MA	Procurement Contract Analyst
8272MA	Procurement Contract Administrator
8273MA	Procurement Contract Manager
8274MA	Procurement Contract Manager, Senior
8275MA	County Procurement Officer
8277MA	Public Information and Affairs Analyst
8278MA	Public Information and Affairs Administrator
8279MA	Public Information and Affairs Manager
8280MA	Public Information and Affairs Manager, Senior

8281MA	Public Information and Affairs Assistant Deputy Director
8283MA	Real Estate Analyst
8284MA	Real Estate Manager
8285MA	Real Estate Manager, Senior
8286MA	Real Estate Deputy Director
8288MA	Registrar of Voters Administrator
8289MA	Registrar of Voters Manager
8290MA	Registrar of Voters Manager, Senior
8291MA	Regulatory Compliance Administrator
8292MA	Regulatory Compliance Manager
8293MA	Regulatory Compliance Manager, Senior
8294MA	Regulatory Compliance Assistant Deputy Director
8295MA	Regulatory Compliance Deputy Director
8296MA	Research, Policy and QA Analyst
8297MA	Research, Policy and QA Administrator
8298MA	Research, Policy and QA Manager
8299MA	Research, Policy and QA Manager, Senior
8300MA	Research, Policy and QA Deputy Director
8301MA	Risk Management Analyst
8302MA	Risk Management Administrator
8303MA	Risk Manager
8304MA	Risk Manager, Senior
8305MA	Risk Management Deputy Director
8353MA	Deputy County Surveyor
8354MA	County Surveyor
8356MA	Technology Services Administrator
8357MA	Technology Services Manager
8358MA	Technology Services Manager, Senior
8359MA	Technology Services Assistant Deputy Director
8360MA	Technology Services Deputy Director

MEMORANDUM OF UNDERSTANDING

ADMINISTRATIVE MANAGEMENT UNIT

~~2019-2023~~2023-2026

COUNTY OF ORANGE
AND
THE ORANGE COUNTY MANAGERS ASSOCIATION

MEMORANDUM OF

UNDERSTANDING ~~2019 - ~~

~~2023~~2023 - 2026

COUNTY OF

ORANGE AND

THE ORANGE COUNTY MANAGERS

ASSOCIATION FOR THE

ADMINISTRATIVE MANAGEMENT UNIT

This Memorandum of Understanding sets forth the terms of agreement reached between the County of Orange and the Orange County Managers Association as the Exclusively Recognized Employee Organization for the Administrative Management Unit for the period beginning June ~~21~~30, ~~2019 - 2023 through~~2023 through June ~~29~~25, ~~2023~~2026.

PREAMBLE

Recognition

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

DEFINITIONS

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

ASSOCIATION shall mean the Orange County Managers Association.

~~AGENCY/DEPARTMENT HEAD shall mean the person who is the principal officer or employee of an agency, department or district for the discharge of duties provided by law or particular delegated functions.~~

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.

DEPARTMENT HEAD shall mean the person who is the principal officer or employee of an agency, department or district for the discharge of duties provided by law or particular delegated functions.

DISABILITY RETIREMENT shall mean a service or non-service connected disability retirement pension under the Orange County Employee's 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 otherwise indicates and except elected officers.

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

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

LIMITED-TERM POSITION shall mean a position which the County has determined has

no anticipated long-range funding or has uncertain future funding.

OFFICIAL PERSONNEL FILE shall mean the department and/or Human Resources file of personnel records maintained on each employee.

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

PRACTICABLE means economically or operationally feasible; reasonably able to accomplish.

PROBATIONARY EMPLOYEE shall mean a person 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 a non-management class to a management class or from one management class to another management class where the maximum rate of the new salary range is higher than the maximum rate of the salary range for the former class.

PROVISIONAL APPOINTMENT shall mean an appointment of a qualified person, who is not a regular, probationary, or limited-term employee of the County, to a regular or limited-term position on a temporary basis.

PROVISIONAL EMPLOYEE shall mean an employee who occupies a regular or limited-term position as the result of a provisional appointment.

REASSIGNMENT shall mean the movement of a regular, limited-term, or probationary employee from one position or assignment in a management class to another position or assignment in the same management classification.

RECRUITING RATE shall be the minimum advertised rate of the salary range allocated to a class unless otherwise authorized by the Department Head.

REDUCTION shall mean the movement of a regular, limited-term, or probationary employee from one management class to another class with a lower salary range.

REGULAR EMPLOYEE shall mean a person 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 that exceeds the maximum advertised rate for an

Administrative Management class.

ARTICLE I WORK PERIOD AND PAY PRACTICES

Section 1. Work Period

A. Work Periods/Work Week

1. Work Period for Unit Members Other than Probation Managers - The official work period for County employees in this unit shall be seven days (168 regular recurring hours) which start on a Friday (12:00.01am) and end on the Thursday (12:00 midnight) thereafter, except for employees working a 9/80 work schedule for whom the beginning and end of the work period 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 work period may be designated.

2. Work Period for Probation Managers – The official work period shall be 28 days and shall begin at 12:00.01am on each Friday and end at 12 midnight four weeks later.

3. Work Week - Administrative Management employees are not governed by the customary eighty (80) hour work period and may be expected to work more than eighty (80) hours in a given work period or allowed to work less than eighty (80) hours pursuant to the specific dictates of the assignment. The ~~Agency/~~Department Head shall regulate said work periods based on the needs of the County with due regard to maintaining reasonable and equitable work periods for all employees.

B. If any Administrative Management employee is required to work an unusually large number of hours as a result of natural disasters and/or officially declared emergencies such as floods, fires, storm conditions, high tides, etc., or due to extraordinary circumstances, the ~~Agency/~~Department Head may request the County Executive Officer to authorize additional compensation for such an employee or group of employees whom the ~~Agency/~~Department Head determines should receive additional compensation. The rate of such compensation shall be equal to one-eightieth (1/80) of the employee's regular biweekly pay rate for the hours in excess of eighty (80) hours in a pay period.

C. Employees shall receive compensation at a biweekly rate within the range assigned to the class in which they are employed for each full pay period worked as determined by Article I, Section 1.A.

D. Notwithstanding any other provisions contained herein, Administrative Management employees declared by the Chief Human Resources Officer to be exempt from the Fair Labor Standards Act shall not be docked salary for partial day absences as long as that exempt status continues to apply and as long as the Fair Labor Standards Act is applicable to the County.

~~E. The parties agree to form a working group and meet by end of the November 2019 for the purpose of discussing the issue of on call pay for managers.~~

Section 2. General Salary Provisions

A. The administrative management salary structure is based on classification placement on a Broadband salary schedule. The structure includes an "advertised minimum" salary rate which increases to an "advertised maximum" salary rate (the control point), and upon approval and adoption of the eligibility criteria by the Board of Supervisors, additional compensation reserved only for outstanding performance.

B. Manager's salaries may reach the top of the administrative management "advertised maximum" rate through annual increases provided to eligible management employees.

C. The outstanding performance component of the Administrative Management salary ranges shall not be used for the purposes of recruiting, market adjustments or other non-performance related reasons. Under no circumstances shall the outstanding performance component of the Administrative Management salary ranges be utilized for salary adjustments outside of a Board adopted and funded performance management program.

D. See Article XX (Compensation) for other provisions relating to managers' compensation. Adoption of a new compensation system may alter the foregoing provisions (Section 2A.-C.) regarding employee compensation.

Section 3. Pay for New Employees

A. The salary for new employees or newly promoted employees shall normally be at the minimum of the salary range in effect for the particular class or position in which the new employee is hired except as provided in Section 3.B. below.

B. An ~~Agency/~~Department Head may authorize that a particular position be filled at any rate within the salary range, up to the top of the advertised maximum rate of the range. In determining the salary offer, the ~~Agency/~~Department Head shall consider the following:

1. The market demands a greater salary offer;

2. The candidate's previous education, training, experience, and employment references enable the candidate to make an immediate greater contribution to the County;

3. The offer does not negatively impact the department's budget or internal salary relationships within the Department or Countywide.

Section 4. Salary on Promotion

A. Except as modified by Section 4.B. below, a regular, limited-term, or probationary employee who is promoted to a position in a management class, or who is appointed to a new position within the same management class through a recruitment process, shall generally begin at the minimum advertised rate on the salary range for that

class. However, employees shall not receive a decrease in salary on promotion to a management class.

B. An ~~Agency/~~Department Head may authorize that a particular position being filled by a promotion, as described in Section 4 (A) above, to be paid at any salary level up to the top of the maximum advertised rate of the salary range for the position. The Department Head shall take into consideration, when making the salary offer, the same factors as outlined in Section 3.B. above. Salary increases of 15% or greater require pre-approval from the Chief Human Resources Officer, the Deputy CEO (for non-elected departments heads), and the CEO.

Section 5. Salary on Reassignment

A. When a regular, limited-term, or probationary employee is reassigned from one assignment to another comparable assignment within the same management class and salary range, the employee's salary shall not change. Such employee shall have the same probation status.

B. Temporary or permanent movement from one assignment to another within the same management class and salary range shall include salary movement when the incumbent's new, full-time temporary or permanent assignment changes as follows:

1. Incumbent assumes full supervisory responsibility of management or supervision of high-level non-management staff. As determined by the ~~Agency/~~Department Head, the amount of salary movement is that which maintains at least a 5.5% to 7.5% differential between the highest paid subordinate and supervisor not to exceed the maximum advertised rate of the salary range. Salary increases of 15% or greater require pre-approval from the Chief Human Resources Officer, the Deputy CEO (for non-elected department heads), and the CEO. Performance awards, including lump sum payments, may not be considered as a factor in equity or reassignment adjustments.

2. Incumbent assumes substantial additional responsibility for an assignment that the ~~Agency/~~Department Head can document is difficult to ~~fill and~~fill and/or critical to the Department's operations. The amount of salary movement shall be 5.5% and shall not exceed the maximum advertised rate for the class.

3. Incumbent assumes substantial responsibility for an assignment that the Department Head determines that the incumbent is the recognized technical expert for a complex, clearly identifiable area. The amount of salary movement shall be 5.5% and shall not exceed the maximum advertised rate for the class.

C. A regular, limited-term, or probationary employee moving from one assignment to another assignment while remaining in his or her current classification may receive an increase that exceeds the 5.5% maximum if:

- The new assignment's responsibilities are *significantly* greater than the prior assignment.
- The manager has been selected for the new assignment through a competitive process.
- The request for an increase above the 5.5% maximum has been justified in writing and received approval by the Chief Human Resources Officer prior to the appointment.

Increases shall not exceed the maximum advertised rate for the class.

D. An Administrative Manager may only be granted one (1) salary increase (as outlined in Section 5.B. above) within a twelve (12) month period while serving in the same job assignment. However, a second salary increase may be granted within the twelve (12) month period if the additional assignment and pay are approved in writing by the applicable ~~Agency/~~Department Head, the Chief Human Resources Officer, and the CEO.

E. When an employee whose salary was adjusted as a result of temporary or permanent movement from one assignment to another assignment as outlined in Section 5.B. above and the assignment ends or the employee does not perform satisfactorily in the new assignment, the incumbent's salary shall return to that which he/she would have achieved in his/her prior assignment.

F. Movement of an employee within the same management class should include development of new performance goals for the new assignment.

Section 6. Salary on Reduction

A. Disciplinary Reductions

When a regular, limited-term, or promotional probationary employee is reduced for disciplinary reasons, the employee's salary shall return to that which he/she would have achieved in his/her prior assignment.

B. Non-disciplinary Reductions

1. Except as provided in Section 6.C., below, when a regular or limited-term employee is reduced for physical disability or other non-disciplinary reasons, the employee shall receive the highest salary in the lower salary range that does not exceed the employee's rate of pay in the higher class or the advertised market rate of the salary range. When a promotional probationary employee is reduced for physical disability or other non-disciplinary reasons, the employee shall have the

salary status 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.

2. 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:

   a. If the salary of the employee is the same or less than the maximum advertised rate on the new salary range, the salary of the employee shall not change.

   b. If the salary of the employee is greater than the maximum advertised rate on the new salary range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum advertised rate on the new salary 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 advertised rate on the new salary range, the salary or rate of the employee shall be reduced to the maximum advertised rate on the salary range for the new class. The duration of the Y-Rate shall begin on the effective date of the reclassification of the position.

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

C. When an employee on a Y-Rate takes a voluntary reduction, his or her Y-Rate shall be reduced by the amount of the difference between the maximum advertised salary

on the salary range of the class from which the employee is being reduced and the maximum advertised salary on the salary range 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 of the employee shall be set as in Article I, Section 5., above, Salary on Reassignment.

B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article I, Section 4., above, Salary on Promotion, or at the discretion of the Chief Human Resources Officer, the salary of the employee shall not be changed.

C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article I, Section 6., above, Salary on Reduction.

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 the rate and range the person occupied at the time of separation unless appointment is at an advanced rate pursuant to Article I, Section 3.B.

B. Retirees

1. 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 under the guidelines and compensation terms set forth in the Working Retiree Reemployment Policy, as adopted by the Board of Supervisors.

2. A former County employee on paid County retirement who retired under an early retirement incentive plan may be employed for not more than seven hundred twenty (720) hours in any one (1) fiscal year under the guidelines and compensation terms set forth in the Working Retiree Reemployment Policy, as adopted by the Board of Supervisors.

Section 9. Change in Salary Allocation

If a class is reassigned to a higher salary range, the Board, or where appropriate, the ~~Agency/~~Department Head, shall determine the amount of increase, if any, each employee in the class shall receive, not to exceed a fifteen (15) percent increase.

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 an additional rate of compensation for such employees.

Section 11. Election Work

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

Section 12. 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.

3. The rate of night shift differential shall be five (5) percent of one-eightieth (1/80) of the biweekly rate.

B. Bilingual Pay

1. Qualified employees who meet the following criteria shall receive thirty (30) cents per hour for each hour worked.

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

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

   c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer, or his/her designee.

C. Manager Standby Pay

1. Effective the first day of the first full pay period following adoption of this MOU, the following classifications have been identified as being eligible for Manager Standby Pay:

   Probation Department - Criminal Justice Manager, Senior and Criminal Justice, Deputy Director assigned to work a designated Standby shift as the Administrator In Charge

   Social Services Agency – Human Services Manager, Senior assigned to work a designated Standby shift as the Manager on Duty for the Child Abuse Hotline and the Emergency Response Program

2. A "Manager Standby" shift is:

   a. An established shift that is designated and approved by the Department Head as a "Manager Standby shift."

   b. During an assigned Standby shift the employee must: (1) be reachable by telephone or other communications device; (2) be able to report to work in a reasonable time; and (3) refrain from activities which might impair his or her ability to perform assigned duties.

   c. Whenever practicable, an employee should be informed in writing at least five (5) calendar days in advance of the dates and inclusive hours of such assignment.

3. When a regular, limited-term, or probationary employee is assigned to a Manager Standby shift by the County, the employee shall be compensated at one-quarter (1/4) of the employee's basic hourly rate for the entire period of the shift.

4. There shall not be any duplication or pyramiding of rates paid under this Section or with flexible time off or pay for additional duties associated with working an assigned Manager Standby shift. Nor shall an employee be eligible to receive Standby Pay and straight-time pay for hours actually worked during a Standby shift. Additionally, an employee shall not receive other premium pays while receiving Manager Standby Pay.

5. The parties will establish a working group to discuss whether additional classifications may be eligible for Manager Standby Pay. Either the County or OCMA may initiate the working group by December 15, 2023. Prior to the first working group meeting, OCMA shall identify any classification it believes may be eligible for Manager Standby Pay, and shall provide information for each classification that it believes justifies payment of the Standby premium pay (e.g., departmental expectations, frequency of assignment, frequency and type of typical of incidents requiring a manager's presence during non-regular business hours, etc.).

ARTICLE II GENERAL PERSONNEL PROVISIONS

Section 1. Probation

A. New Probation

1. Full-Time Employee

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

2. Part-Time Employee

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

B. Promotional Probation

1. A full or part-time employee who is promoted, except on a temporary promotion, shall be placed on promotional probation, except as provided in B.2., below. A full-time employee shall serve a probation period of fifty-two (52) weeks ending with the first day of the pay period following completion of said period. A part-time employee shall serve a promotional probation period of two thousand eighty (2080) regular paid hours ending with the first day of the pay period following completion of said period.

2. When a regular or regular limited-term employee is promoted, reduced, or reassigned as a result of the employee's position being reclassified and the class from which the employee is promoted, reduced, or reassigned 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 discretion 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 from the service at any time without notice, cause, or 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 notice, cause, or right of appeal or hearing except as provided in C.3., below.

b. 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 the 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.

c. 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 unlawful discrimination by the County 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 regular 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, two thousand eighty (2080) hours shall equal fifty-two (52) weeks.

2. When an ~~Agency/~~Department Head or his or her representative passes an ~~employee on~~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 E.1. of this

~~Article, below~~Article, below, and an employee who is permitted by the ~~Agency/~~Department to work beyond the end of a probation period shall be deemed to have passed such probation period.

3. An employee who is on probation may not transfer from one (1) ~~Agency/~~Department to another in the same class without the approval of the Chief Human Resources Officer.

E. Extension of Probation Periods

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

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

3. Upon recommendation of the ~~Agency/~~Department or request of the employee with concurrence of the ~~Agency/~~Department, the probation period of an employee may be extended at the sole discretion of the Chief Human Resources Officer for a period not to exceed one hundred eighty (180) calendar days provided such action is approved by the Chief Human Resources Officer before the normal probation period is completed.

   Denial of a request to extend a probation period shall not be subject to appeal or hearing.

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

fail probation during the extended period only for failure to obtain a new, valid employment authorization document by the expiration date of the expiring employment authorization document.

Section 2. 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 3. 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, sick leave accrual, annual leave accrual, and retirement. 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~~permanent funded positions, maintain their original hire date for purposes of vacation, sick leave accrual, retirement, 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.

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 4. Temporary Promotion

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

B. An ~~Agency/~~Department may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary, or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours but not to exceed nine (9) months. Temporary promotions which are being used to dual-fill for an employee on leave of absence shall be limited to one year.

C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the salary status 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.

Section 5. Reemployment of Employees on Disability Retirement

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

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

of retirement but following the last person on layoff status. They will remain on such list for a period of two (2) years from date of retirement, or date their disability retirement is discontinued, except that:

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

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

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

Section 6. 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 ~~Agency/~~Departmental Leave for such period of time.

Section 7. Time Off for Selection Procedures

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

ARTICLE III LEAVE PROVISIONS

Section 1. Sick Leave

A. Accumulation of Sick Leave

1. For the purpose of this Section, each biweekly pay period for which a full-time employee receives his or her full biweekly salary shall be considered the equivalent of eighty (80) regularly scheduled paid hours.

2. 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).

3. 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).

4. 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.

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

B. Permitted Uses of Sick Leave

Sick leave may be applied to:

1. An absence necessitated by 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 ~~Agency/~~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, registered domestic partner, child, stepchild, grandchild, grandparent, legal guardian or any other relationship as required by law.

5. Absences from duty because: (1) the employee's presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to the time period specified in Labor Code section 233. For purposes of this Subsection "family member" means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).

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

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

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

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

   c. The ~~Agency/~~Department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.

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

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

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

10. After exhaustion of annual leave balances (as required in Article V, Section 4.B.), up to ~~eight~~ twenty-four (~~8~~24) hours of sick leave per fiscal year may be donated as part of the County's Catastrophic Leave Donation plan.

C. Prohibited Uses of Sick Leave

Sick leave shall not be applied to:

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

2. Absences which occur on a County holiday.

D. General Provisions

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

2. Except as 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 ~~Agency/~~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 County 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.2.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.2.a.

4. 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 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.

5. Notwithstanding any other provision of this Memorandum of Understanding, if a Probation Safety Manager is killed in the line of duty (in accordance with Penal Code section 830.5), one hundred (100) percent of the employee's Annual Leave balance will be paid to the employee's estate.

Section 2. Bereavement Leave

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

A. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, child, step-child, grandparent, grandchild, or person with whom the employee has/had a legal guardian relationship.

B. Upon request, regular, limited-term or probationary employees who are in full-time paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts for each death, and employees who are in part-time status shall receive time off with pay,

not to exceed the number of hours scheduled in a part-time employee's normal workweek for each death.

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

D. An employee may request additional time off for bereavement. Additional ~~timeoff~~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. ~~Agency/~~Departmental Leave

A regular, limited-term, or probationary employee may request an ~~Agency/~~Departmental Leave Without Pay for a period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the ~~Agency/~~Department except in cases where Official Leave has been authorized pursuant to Sections 9, 10.A., and 11 below. The ~~Agency/~~Department Head may require that all accumulated compensatory time be used prior to granting of ~~Agency/~~Departmental Leave. The use of earned vacation or annual leave prior to the obtaining of ~~Agency/~~Departmental Leave shall be at the option of the employee. If the Leave qualifies as Family Leave pursuant to applicable law, the ~~Agency/~~Department Head may require that all sick leave, compensatory leave, vacation time, and/or not more than 192 hours of annual leave be used prior to granting an ~~Agency/~~Departmental Leave except that the use of sick leave shall be subject to the provisions of Article III, Section 1.C. and D., above. Use of annual leave beyond 192 hours shall be at the discretion of the employee, subject to the annual leave provisions.

B. Official Leave

1. Upon request, a regular, limited-term, or probationary employee may be granted an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year except as provided in subsections 2. and 3., below. Such Leave may be authorized only after an employee's completion of an ~~Agency/~~Departmental Leave and after all compensatory time, vacation accruals, and not more than 192 hours of annual leave have been applied toward payment of the absence. Use of annual leave beyond 192 hours shall be at the discretion of the employee, subject to the annual leave provisions.

2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the ~~Agency/~~Department except that requests for Official Leave which qualify as Family Leave pursuant to applicable law shall be granted

to the extent required by such law. If the ~~Agency/~~Department denies the extension of such Leave, the provisions of subsection 5. below, shall not apply.

3. An employee who is eligible for and requests a valid need for Family Leave pursuant to Article III, Section 11 below and applicable law, shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only after use of leave balances as specified below:

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

   b. When Official Leave is used for all other reasons – after all accumulated compensatory time and, vacation accruals or not more than 192 hours of annual leave have been applied toward the absence. The use of annual leave beyond 192 hours shall be at the discretion of the employee, subject to the Annual Leave provisions.

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

5. Except as to leave which must be granted pursuant to Sections 9 through 11 in this Article, the ~~Agency/~~Department shall indicate on the request its decision as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Chief Human Resources Officer. He or she shall deliver a copy to the employee. If the ~~Agency/~~Department modifies or does not approve a request for Official Leave, the employee may, within fifteen (15) calendar days of this action, file a request for review with the Chief Human Resources Officer. The Chief Human Resources Officer shall review the request and make a decision within seven (7) calendar days. The decision of the Chief Human Resources Officer on such appeals shall be final.

6. An Official Leave shall not be credited toward continuous service.

C. <u>General Provisions</u>

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 ~~Agency/~~Department only where the employee is unable to initiate such action, except in cases where the provisions of Section 10. A., below apply.

3. An employee who has been absent without pay due to a Leave granted pursuant to Sections 3, 4, 9, and/or 11 of this Article shall be considered to have automatically resigned his or her employment with the County under the provisions of Section 8., below, unless he or she returns to work at the end of the Leave or receives approval for an extension of his or her Leave.

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, vacation time, and not more than 192 hours of annual leave have been applied toward the absence. Use of annual leave beyond 192 hours shall be at the discretion of the employee, subject to the annual leave provisions.

3. Unless otherwise required by law, the employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours or more.

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

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

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

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. 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. Absence Without Authorization

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

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

C. When an employee has been absent without authorization and the County plans to invoke the provisions of 8.A., above, at least ten (10) calendar days prior to accepting and entering an automatic resignation, the County shall send written notice to the employee's last known address by certified mail with return receipt requested, and shall deposit such notice in the United States mail with postage fully prepaid. Notice is complete upon mailing. Such written notice shall contain:

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

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

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

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

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

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

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

E. An employee who is permitted to continue his or her employment pursuant to C. and/or D., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the ~~Agency/~~Department determines it is appropriate to use sick leave, compensatory time, vacation, or other paid leave to cover the absence.

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

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

Section 9. 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 and compensatory time and not more than 192 hours of annual leave have been applied toward the absence. Use of annual leave beyond 192 hours shall be at the discretion of the employee, subject to the annual leave provisions.

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

C. Sick leave must be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article provided the employee has furnished the ~~Agency/~~Department with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.

D. Pregnant employees may also apply for a 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, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 10. Workers' Compensation Leave

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

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

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

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

3. accepts employment outside the County; or

4. accepts employment in another County position; or

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

6. is retired pursuant to Government Code provisions.

An employee whose Workers' Compensation Leave ends pursuant to this provision and who does not return to work or obtain ~~Agency/~~Department approval for an authorized leave of absence shall be considered to be absent without authorization.

C. If practicable, an employee on Workers' Compensation Leave and/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 ~~Agency/~~Department shall not be required to return the employee to work until such notice is given; however, the ~~Agency/~~Department may waive the notice or reduce the notice period at its discretion.

Section 11. Family Leave

A. General Provisions

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

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

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

b. The birth of a child, and in order to care for the newborn child within one year of birth (also see Section 9, above);

c. Placement of a child for adoption or foster care within one year of the placement (also see Section 9, above).

d. Employee's presence is needed to attend to a serious health condition of the employee's child, spouse, registered domestic partner, parent, or a child of an employee standing in "loco parentis" who is either under eighteen (18) years old or adult dependent child incapable of self-care because of mental or physical disability.

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~~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. Requests for Family Leave may also fall under the provisions of Sections 3, 4, and 9, above.

4. The County shall determine if a request for Family Leave is valid within the parameters of applicable law.

5. Terms of Leave

   a. 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 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.

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

   c. When a request for Family Leave is approved, the ~~Agency/~~Department shall determine if annual leave, sick leave, compensatory, and/or vacation time is to be applied and shall determine the order in which such time is applied. The use of sick leave shall be restricted to those circumstances which qualify under the provisions of Article III, Section 1.B.

B. Notification Requirements

1. If the Family Leave is foreseeable, the employee must provide the ~~Agency/~~Department with thirty (30) calendar days' notice of his or her intent to take Family Leave.

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

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

4. When the Family Leave is for the purpose of the scheduled medical treatment or planned medical care of a child, parent, spouse or registered domestic

partner, the employee shall, to the extent practicable, schedule treatment and/or care in a way that minimizes disruption to ~~Agency/~~Department operations.

C. Verification

1. The County may require 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/her duties because of the condition (if leave is for own serious health condition) or that care is needed (if leave is for a child, spouse, registered domestic partner or parent).

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

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

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

Section 12. Leave for OCMA Business

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

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

B. OCMA 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 work.

Section 13. OCMA Presidential Leave

A. The County agrees to grant, if requested by OCMA, Presidential Leave with pay and without loss of any benefits provided by this Memorandum of Understanding,

except as provided below, to the President of OCMA during the term of this Memorandum of Understanding provided that:

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

2. The Presidential Leave is requested fourteen (14) calendar days in advance. Said notice may be waived by mutual agreement.

3. OCMA promptly reimburses the County for all OCMA President salary expenses incurred during the Presidential Leave.

4. OCMA promptly reimburses the County for all benefit expenses incurred during the Presidential Leave.

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

6. There is not a compelling need for the employee to perform County work.

7. The employee's performance meets standards.

8. When the duration or frequency of Presidential Leave is such that the employee's absence imposes a hardship on ~~Agency/~~Departmental operations, the County may reassign or transfer the individual to a less critical position in his or her class.

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

C. The probation period, if applicable, shall be extended by the length of Presidential Leave. The extended probation period shall end on the first day of the pay period following said date.

D. The employee's eligibility for promotional examinations shall not be affected by Presidential Leave.

E. In the event emergency recall of employee becomes necessary, Presidential Leave may be suspended or cancelled during the course of the emergency. OCMA shall not be obligated for reimbursement cost listed in A.3. and A.4 above, for the period that Presidential Leave is suspended or cancelled. Provisions of A.1. through A.8., above, shall be suspended during said emergency recall.

F. Not more than one (1) employee shall be eligible for Presidential Leave at any one (1) time.

Section 14. Leave of Absence Language Working Group

The County and OCMA agree to establish a working group on this Article for the purpose of clarifying language regarding leaves of absences and streamlining language for understandability.

ARTICLE IV VACATION

Section 1. Accumulation of Vacation

A. For the purpose of this Section, each biweekly pay period for which a full-time employee receives his or her full biweekly salary shall be considered the equivalent of eighty (80) regularly scheduled paid hours.

B. During the first three (3) years of employment, an employee in a full-time regular or limited-term position shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately three [3] weeks per year). Part-time employees will earn vacation on a pro-rated basis.

C. Commencing with the pay period following that in which a full-time employee completes three (3) years of continuous County service (6240 hours), a full-time employee in a regular or limited term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately four [4] weeks per year). Commencing with the pay period in which a part-time employee completes 6240 hours of continuous County service, a part-time employee in a regular or limited term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek.
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D. 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 .0962 hours vacation for each hour of pay during his or her regularly scheduled workweek (approximately five (5) weeks per year). Commencing with the pay period in which a part-time employee completes 20,800 hours of continuous County service, a part-time employee in a regular or limited term position shall earn .0962 hours of vacation for each hour of pay during his or her regularly scheduled workweek.

E. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with less than ten (10) years of continuous County service shall be three hundred sixty (360) hours. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with ten (10) or more years of continuous County service shall be four hundred eighty (480) hours. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee's vacation credit drops below the maximum allowed.

Section 2. General Provisions

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

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

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

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

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

F. 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.

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

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

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

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

K. Except as set forth below, during each fiscal year an employee may request to cash out accrued vacation either in two (2) separate increments of up to forty-five (45) hours each or one (1) increment of up to ninety (90) hours.

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

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

a. The employee’s accrued vacation bank is such that s/he will reach the applicable cap (as set forth in section 1.E.~~F~~ above) some time during

the fiscal year ~~(ie., the employee has at least 201 hours of accrued vacation if employed less than ten years or at least 281 hours of accrued vacation if employed ten or more years),~~ unless the employee is able to cash-out vacation time.

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

Notwithstanding subsection 2.b. above, an employee with less than 120 hours of accrued annual leave, may cash-out their remaining annual leave balance and accrued vacation time necessary to reach the combined annual cash-out cap of 120 hours, irrespective of an employee reaching their maximum vacation accrual cap during the same fiscal year.

L. Notwithstanding any other provision of this Memorandum of Understanding, if a Probation Safety Manager is killed in the line of duty (in accordance with Penal Code section 830.5), one hundred (100) percent of the employee's vacation balance will be paid to the employee's estate.

ARTICLE V ANNUAL LEAVE

These Annual Leave provisions apply only to regular and limited-term employees hired on or after July 15, 1977, and before this 2014-17 MOU has been adopted by the Board of Supervisors.

As discussed more fully in Section 4 of this Article, effective upon implementation of this MOU, employees will no longer accrue annual leave. Instead, employees will accrue sick leave and vacation time pursuant to Articles III and IV.

Section 1. Use of Annual Leave for Illness or Injury

A. Annual Leave may be applied to:

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

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

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

4. Absence from duty because the employee's presence is needed to attend to the critical 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, registered domestic partner, child, stepchild, grandchild, grandparent, or legal guardian.

5. To the extent required by Labor Code section 233, 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). 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 business.

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 2. General Provisions

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

B. Vacations (annual leave) shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

C. 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.

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

E. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid annual leave from the County service except as an Election Board Officer, or Election Night Help.

Section 3. Payoff of Unused Annual Leave

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

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

2. An employee who has 750 or more hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out up to 120 hours of Annual Leave upon his/her request until such time as his/her accumulation is less than 750 hours, at which point cash-out procedures will be governed by Section 3.A.1, above.

3. Notwithstanding subsections 1 and 2 above, and except as provided in Article IV, Section 2.K., an employee may not cash out Annual Leave during the same fiscal year that Vacation Leave is cashed out ~~(See Art. IV, Section 2.K)~~.

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.

Years of Service	**Maximum Payoff**
Less than 3 years	240 hours maximum paid at 100%
3 but less than 10	360 hours maximum paid at 100%
10 or more years	A maximum of 1600 hours of the accrued annual leave balance has cash value. 480 hours are paid at 100%; remaining balance obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 10 years of service equals 20% cash value for remaining balance; 25 or more years of service equals 50% of the remaining balance after deducted from 1600 hours maximum.

Notwithstanding the above, no employee may receive a payoff paid at 100% that exceeds 480 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article IV, Section 1.F; remaining hours, up to the accrual limits specified in Article IV, Section 1.F, will be paid from the annual leave accrual. (Accrued vacation that is taken as time-off for purposes of retirement (See Article IV, Section 2.J), 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. For example, an employee with 18 years of service has 320 hours of accrued vacation and 580 hours of accrued annual leave at the time of separation of service. The employee would be entitled to 480 hours of full pay (320 hours of vacation and 160 hours of annual leave) plus 420 hours of pay (580 – 160) at 36% (18 years x 2%).

C. 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.

D. Annual Leave Payout on Retirement

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

1. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100% (i.e., 240 hours for employees with less than three (3) years of service, 360 hours for employees with at least three (3) years of service but less than ten (10) years of service, 480 hours for employees with at least ten (10) years of service). If the employee does not take time off or the amount of leave taken as time off does not exceed the amount of hours the employee is eligible to be paid at 100% the remaining balance, to a maximum of 1600 hours (less maximum number of hours paid at 100%) shall be paid in accordance with payoff provisions set forth in Section 4(B) of this Article.

2. Notwithstanding the above, any annual leave taken as time off during the final 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, workers compensation leave, or other statutorily protected leave during the final two (2) pay periods of employment.

E. Notwithstanding any other provision of this Memorandum of Understanding, if a Probation Safety Manager is killed in the line of duty (in accordance with Penal Code section 830.5), one hundred (100) percent of the employee's Annual Leave balance will be paid to the employee's estate.

Section 4. Cessation of Annual Leave, Transition Time Period to Use Annual Leave

A. Effective upon adoption of this MOU, employees will no longer accrue annual leave. Instead, employees will accrue sick leave and vacation time pursuant to Article III, Section 1 and Article IV.

B. Except as modified in C. below, 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.

C. An employee with at least 10 years of continuous full-time County service (20,800 regularly scheduled hours) who has annual leave balances may elect to use a maximum of 80 vacation hours during each fiscal year for approved time off.

D. During the 90 day period beginning 30 days after the adoption of this MOU, employee will have a one-time opportunity to convert annual leave that has been

accumulated prior to the implementation of this MOU to sick leave, provided the conversion does not result in the employee exceeding the 1500 hours cap for sick leave.

ARTICLE VI HOLIDAYS

Section 1. Holidays Observed

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

~~2019~~2023: Independence Day, July 4
Labor Day, September ~~2~~ 4
~~Columbus Day, October 14~~ Native American Day, September 22
Veterans Day, November 11
Thanksgiving Day, November ~~28~~23
Day after Thanksgiving, November ~~29~~ 24
Christmas Day, December 25

~~2020~~2024: New Year's Day, January 1
Martin Luther King, Jr's Birthday, January ~~20~~ 15
Lincoln's Birthday, February 12
Washington's Birthday, February ~~17~~ 19
Memorial Day, May ~~25~~ 27
Independence Day, July 4
Labor Day, September ~~7~~ 2
~~Columbus Day, October 12~~ Native American Day, September 27
Veterans Day, November 11
Thanksgiving Day, November ~~26~~28
Day after Thanksgiving, November ~~27~~ 29
Christmas Day, December 25

~~2021:~~2025 New Year's Day, January 1
Martin Luther King, Jr's Birthday, January ~~18~~ 20
Lincoln's Birthday, February 12
Washington's Birthday, February ~~15~~ 17
Memorial Day, May ~~31~~ 26
Independence Day, July 4
Labor Day, September ~~6~~ 1
~~Columbus Day, October 11~~ Native American Day, September 26
Veterans Day, November 11
Thanksgiving Day, November ~~25~~27
Day after Thanksgiving, November ~~26~~ 28
Christmas Day, December 25

~~2022:~~2026 New Year's Day, January 1
Martin Luther King, Jr.'s Birthday, January ~~17~~ 19
Lincoln's Birthday, February 12
Washington's Birthday, February ~~21~~ 16
Memorial Day, May ~~30~~ 25
~~Independence Day, July 4~~
~~Labor Day, September 5~~

~~Columbus Day, October 10~~
~~Veteran's Day, November 11~~
~~Thanksgiving Day, November 24~~
~~Day after Thanksgiving, November 25~~
~~Christmas Day, December 25~~

~~2023: New Year's Day, January 1~~
~~Martin Luther King, Jr's Birthday, January 16~~
~~Lincoln's Birthday, February 12~~
~~President's Day, February 20~~
~~Memorial Day, May 29~~

B. Except as provided in Section 1.E., below, if a holiday, designated in 1.A., above, falls on a Saturday but is observed on the preceding Friday by the Superior Court, employees who have been designated by the County as being necessary to the operation of said Court 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 other than Christmas Day, falls on a Sunday, the next day shall be observed as the holiday.

D. When New Year's Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday.

E. When Christmas Day or New Year'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 or January 1, respectively, as part of his or her normal work schedule. In such cases the employee may, with ~~Agency/~~Department approval, observe the holiday on December 25 or January 1, respectively. Under no circumstances shall an employee receive holiday compensation for both December 25 and the following Monday, or for both January 1 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, respectively, as part of his or her normal work schedule. In such cases the employee may, with ~~Agency/~~Department approval, observe the holiday on December 25 or January 1, respectively. Under no circumstances shall an employee receive holiday compensation for both December 25 and the Friday immediately preceding or for both January 1 and the Friday immediately preceding.

G. Notwithstanding Sections 1.B through 1.F above, the County may designate holiday observances as follows:

1. When Lincoln's Birthday, Independence Day, ~~Columbus~~ Native American Day, Veteran's Day, Christmas Day or New Year's Day falls on a Sunday, the next

day (Monday) shall be observed as the holiday unless an employee is required to work on the actual holiday (rather than the observed holiday) as part of his or her normal work schedule. In such cases the employee may, with ~~Agency/~~Department approval, observe the holiday on the actual holiday rather than the observed holiday. Under no circumstances shall an employee receive holiday compensation for both the actual holiday (occurring on Sunday) and the observed holiday (occurring on Monday).

2. When Lincoln's Birthday, Independence Day, ~~Columbus~~ Native American Day, Veteran's Day, 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 the actual holiday (rather than the observed holiday) as part of his or her normal work schedule. In such cases the employee may, with ~~Agency/~~Department approval, observe the holiday on the actual holiday rather than the observed holiday. Under no circumstances shall an employee receive holiday compensation for both the actual holiday (occurring on Saturday) and the observed holiday (occurring on the Friday immediately preceding).

3. Subsections 1 and 2 above will not be implemented unless the County implements the same holiday schedule for other recognized bargaining units (other than AOCDS).

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

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

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

2. An employee who is required to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day, or Thanksgiving Day shall receive pay computed at one and one-half (1 ½) times the employee's basic hourly rate for the number of hours actually worked, to a maximum of eight (8) hours.

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 Memorandum of Understanding, 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. Employees shall be paid for all compensatory time in excess of eighty (80) hours.

ARTICLE VII 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 paid the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car for each mile driven during each monthly period.

Section 2. Personal Property Reimbursement

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

Section 3. Optional Benefit Plan

A. Eligibility - a full-time regular, limited-term or probationary employee is eligible to receive the Optional Benefit provided he or she is continuously employed in a full-time capacity. Part-time employees whose normal workweek consists of twenty (20) hours or more will be eligible to receive fifty (50) percent of the Optional Benefit amount available to full-time employees. Employees hired or promoted after the commencement of a plan year will be eligible for the Optional Benefit on a pro-rata basis the first day of the month following the twenty-eighth (28th) day of employment in an eligible classification.

An employee on an unpaid leave of absence during the annual Open Enrollment period will be provided the opportunity to make his/her elections for the upcoming plan year. However, if the employee has not returned to work in an eligible status on January 1st of the new plan year, his/her elections will be suspended until he/she returns to work. Upon return to work, elections and benefits will be reinstated on a prorated basis, effective the first day of the month following the return to work in an eligible classification.

B. Each eligible full-time employee shall be entitled to select benefits from those listed below at a cost to the County, and be reimbursed for eligible expenses in an amount not to exceed three thousand five-hundred ($3,500) dollars, effective the beginning of each calendar year. Eligible part-time employees shall be reimbursed for eligible expenses in an amount not to exceed one-half of the Optional Benefit Plan for full-time managers.

C. The purpose of the plan is to provide options to individual employees to best meet the needs of themselves and dependents while enhancing the employee's expertise and skills on the job.

The options available shall include the following types of benefits ~~such as~~:

1. Ccash (taxable);

2. Health Care Reimbursement AccountHealth/Accident;

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

      i. Any portion of the Optional Benefit allocated towards the health reimbursement category as outlined in Section 3.C.5.a. will be subtracted from the amount the employee is eligible for under the County's Health Care Reimbursement Account (if the employee participates) and subject to state and federal law, regulations and guidelines.

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

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

   ~~b. Employee's share of Accidental Death and Dismemberment insurance premiums for employee and dependents available through the County. This option will be eliminated effective for the Plan Year 2020 or as soon thereafter as administratively feasible.~~

3. The County's Defined Contribution Plan: A pre-tax contribution to the County's Section 457(b) Defined Contribution Plan.

D. Except as set forth in Section 3A (above) an employee who does not make an election during the election period shall receive a taxable cash lump sum following the close of the election period. Employee elections are irrevocable unless permitted by state and federal law, regulations and guidelines, and allowed by the plan document. For expenses to be eligible, they must be incurred during a plan period in which an employee is eligible. Claims may be filed at anytime during the plan period and all claims must be filed no later than March 31st of the next year.

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

~~F. Any portion of the Optional Benefit not incurred within the plan period shall remain~~

~~County funds.~~

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

Section 4. Educational and Professional Reimbursement

A. Effective the first day of the first full pay period following adoption of the MOU, the maximum reimbursement that may be received by eligible employees in one fiscal year shall be $10,000.

B. An employee who is in good standing may request reimbursement of up to $2,000 of the $10,000 maximum Educational and Professional Reimbursement Program allotted amount identified in Section 4.A. above for student loan payments made during the course of the fiscal year while employed by the County. An employee must be employed by the County at the time reimbursement is made to be eligible to receive this benefit.

Section 5. Safety Boots

During the term of this contract, a Department Head in conjunction with Risk Management may authorize provision of safety work boots through a boot-mobile, voucher, or a reimbursement of a maximum of $150 per fiscal year for positions/employees that as a result of their duties are required to wear safety compliant work boots on a regular basis.

ARTICLE VIII FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1. 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 Ddocument.

Section 2. 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 Ddocument.

ARTICLE IX DISCIPLINARY ACTION

No regular, limited-term, or probationary employee shall receive a disciplinary action except for reasonable cause.

Section 1. Pre-Disciplinary Hearing for Suspension, Reduction, or Discharge

A. In suspending an employee 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 ~~agency/~~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 the recognized employee organization in a hearing pursuant to this Article.

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

F. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 2. and 3. of this Article.

G. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 4 of this Article.

Section 2. 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 3. 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 Step 2 of the grievance/appeal procedure, except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

Section 4. 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 affected 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. A discharge may be appealed to advisory arbitration pursuant to Article X, Section 8. B. or to remedies provided in Article X, Section 9.

Section 5. Investigatory Meeting

A. An Employee required to attend an investigation 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.

B. 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.

C. An employee may represent himself or herself or may be represented by OCMA in an investigatory meeting.

ARTICLE X GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1. Scope of Grievances

A. A grievance may be filed if a County 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, minute orders, which do not incorporate the provisions of this Memorandum of Understanding;

2. matters which have other means of appeal including, but not limited to, matters which may be appealed through the Orange County Merit System Selection Rules and Appeals Procedure or the Workers' Compensation Appeals Board;

3. position classification;

4. performance evaluations with a standard rating or the equivalent.

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 County 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 agreement of the County and the employee or OCMA 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, ~~Agency/~~Department-wide or Countywide basis in an emergency situation. OCMA 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.

Section 3. Submission of Grievances

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

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

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

Section 4. Employee Representation

An employee may represent himself or herself or may be represented by an agent of OCMA in the formal grievance/appeal procedure. If an employee chooses not to be represented by OCMA, OCMA may have a representative present during the grievance/appeal procedure and/or arbitration and, if necessary, shall have the right to present OCMA's interpretation of provisions of this Agreement at issue. Such presentation shall not include the merits of the grievance. The decision of the arbitrator in such case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and OCMA.

Section 5. Time Off for Processing Grievances/Appeals

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

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

2. An employee 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 employee 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 employee 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 employee 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 employee grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the employee representative shall be permitted to do so provided that:

   a. the employee representative checks in and checks out with the supervisor of the unit; and

   b. such investigation does not unduly interfere with the work of the unit.

Section 6. Informal Discussion

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

Section 7. Grievance/Appeal Steps

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

Step 1: ~~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 suggested solution. Within seven (7) calendar days after the receipt of the written grievance, the ~~Agency/~~Department Head or his or her representative(s) shall meet with the grievant. Within seven (7) calendar days thereafter, a written decision shall be given to the grievant.

Step 2: Chief Human Resources Officer

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

a) an interpretation or an application of this Memorandum of Understanding;

b) a written reprimand; or

c) a probationary release alleging discrimination,

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 suspension and/or a reduction ordered by an ~~Agency/~~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 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., above shall be final and binding and shall not be referable to higher County authority or arbitration.

Section 8. Referrals to Arbitration

A. Interpretation/Application of MOU Language

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. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance.

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. Appeals of Suspensions/Reductions

1. Submission Procedure

a. If an appeal from suspension or reduction is not settled at Step 2, a request for arbitration 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 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 appeals shall be signed by an employee or by a representative of OCMA and shall be submitted in writing.

d. The issue in all appeals of suspensions/reductions shall be:

Was (employee's name) suspended/reduced for reasonable cause? If not, what is the remedy?

e. As soon as practicable after a suspension/reduction appeal is presented to the Chief Human Resources Officer, an arbitrator shall hear the appeal, provided however, prior to going to arbitration the parties may agree to utilize mediation in an effort to resolve the appeal.

2. Findings of Facts and Remedies

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

a. If the arbitrator finds that the suspension/reduction was taken for reasonable cause, he or she shall sustain the action.

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

c. The decision of the arbitrator in matters of suspension/reduction shall be binding on all parties.

C. Appeals of Discharges

1. Submission Procedure

a. A discharge may be appealed directly to arbitration within ten (10) calendar days from the date the decision was rendered.

b. All appeals shall be signed by an employee or by a representative of OCMA and shall be submitted in writing.

c. The issue in all appeals of discharge shall be:

Was (employee's name) discharged for reasonable cause? If not, what is the remedy?

d. As soon as practicable after a discharge appeal is presented to the Chief Human Resources Officer, an arbitrator shall hear the appeal; provided however, prior to going to arbitration the parties may agree to utilize mediation in an effort to resolve the appeal.

e. The arbitrator shall advise that the order of discharge be sustained, modified, or rescinded.

f. The decision of the arbitrator in matters of discharge shall be advisory and non-binding.

D. Probationary Releases Alleging Discrimination

1. The issue to be submitted to the arbitrator in grievances filed pursuant to Article II, 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 unlawful discrimination by the County?

b. If so, what is the appropriate remedy under Article X Section 8.A of this Memorandum of Understanding?

2. Findings of Facts and Remedies

a. In the event the arbitrator finds no unlawful discrimination, the grievance shall be denied and the issue of remedy becomes moot.

b. In the event the arbitrator finds unlawful discrimination, 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 unlawful discrimination, and also finds that the discrimination 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. The decision of the arbitrator in matters of probationary releases alleging discrimination shall be binding on all parties.

E. General Provisions

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

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

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

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

10. The decision of the arbitrator shall be binding on both parties except in matters of discharge. In matters of discharge the arbitrator's decision shall be advisory and non-binding.

11. Arbitration appeal hearings of a release of a new hire probation alleging discrimination pursuant to Article III, Section 1.C.3 shall be limited to one (1) day unless both parties agree that a longer hearing is necessary.

Section 9. Court Action

Notwithstanding anything to the contrary in this Article, a discharged employee shall have the right at his/her option, to file an action in a court of competent jurisdiction. Prior to filing such action the employee must exhaust the steps of the grievance procedure set forth in Sections 6. and 7. of this Article. The employee may then elect to appeal the discharge to advisory arbitration or file a lawsuit. In any such action, the employee shall have the right to pursue any claims he/she might have under statutory or common law, and shall not be limited to an action for breach of contract. The County agrees that it will not assert that the employee failed to exhaust his/her contractual remedies. If an employee elects to file suit, the action shall be subject to the applicable statute of limitations.

ARTICLE XI LAYOFF PROCEDURE

Section 1. General Provision

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

Section 2. Order of Layoff

A. When a reduction in the work force is implemented, each ~~Agency/~~Department Head shall determine, subject to CEO approval, which employees are subject to layoff based on the needs of the organization.

B. In considering which employees shall be subject to layoff, consideration shall be given to knowledge and skills related to organizational need and the employee's performance. Where a Department determines that two or more employees' knowledge, skills, and performance are generally equivalent, years of service shall be given consideration.

Section 3. Notification of Employees

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.

Section 4. Voluntary Reduction from Classes Designated as Vulnerable to Layoff Appeal

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 placed on ~~Agency/~~Department rehire list pursuant to Article XI, Section 5.

Section 5. Rehire Lists

A. The names of persons laid off shall be placed on an ~~Agency/~~Departmental Rehire List for each class in the occupational series at or below the level of the class from which laid off.

B. Persons on the ~~Agency/~~Departmental Rehire List for that class will be considered prior to eligibles on other types of eligible lists. If rehire is offered to a class other than that from which the person was laid off, such person must first meet the minimum qualifications and pass any required performance test for that class.

C. Names of persons placed on the ~~Agency/~~Departmental Rehire List shall remain on the list for two (2) years, except that:

1. A person who rejects or fails to respond within five (5) calendar days to an offer of employment in a particular class shall be removed from the list for that class.

2. A person who declines referral for an interview in a particular class shall be removed from the list for that class.

3. A person who retires from the County shall be removed from all lists.

D. In the event two (2) or more agencies/departments are consolidated while ~~Agency/~~Departmental Rehire Lists are in effect, such lists shall be combined and treated as one (1) list by class in accordance with the preceding provisions. When a transfer of one (1) or more functions of one ~~Agency/~~Department to another ~~Agency/~~Department occurs, employees previously laid off from such function(s) who are on an ~~Agency/~~Departmental Rehire List for the ~~Agency/~~Department losing such function(s), shall be removed from such list and shall be placed on a Rehire List by class for the ~~Agency/~~Department acquiring such function(s) and treated in accordance with the preceding provisions.

Section 6. Status on Rehire

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

1. All sick leave or remaining annual leave balance credited to the employee's account when laid off shall be restored.

2. All service hours held upon layoff shall be restored.

3. All prior service shall be credited for the purpose of determining sick leave, vacation leave, and annual leave earning rates and service awards.

4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.

5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article II, Sections 1.B.1. or 1.B.2., if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.

ARTICLE XII ON-THE-JOB INJURY

Section 1. Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of County employment which requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code Section 4600 et. seq. or for administrative management employees in the Probation Department who hold safety status, Section 4850, whichever is applicable.

Section 2. Workers' Compensation

A. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued annual leave, sick leave, compensatory time, and/or vacation, in that order.

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

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

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

E. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of annual leave, sick leave, and/or vacation earning rates.

Section 3. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a County-designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed 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, annual leave, sick leave, compensatory time, and/or vacation time may be used, at the employee's option, in that order.

ARTICLE XIII SAFETY

Section 1. General Provisions

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. 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. 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.

ARTICLE XIV INSURANCE

As of the date of Board of Supervisors adoption of this MOU, Sworn Public Safety Managers participate in the County health plans. Effective July 1, 2020, Sworn Public Safety Managers will be transitioned to the AOCDS Medical Trust, pursuant to the terms and conditions set forth below. Sworn Public Safety Managers are employees in this bargaining unit who are sworn peace officers pursuant to Cal. Penal Code § 830.5(a) (Probation) and § 830.35(c) (Coroner).

Section 1. Health Plans and Premium Contributions

The County and OCMA agree to establish an Insurance Working Group to discuss the redesign of the Wellness Credit program, how employees earn their 5% credit, and reducing the cost of health insurance.

A. Full Time Employees

1. Except as modified by Sections 1.C, through H, 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 coverage 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 (w~~Wellness ~~i~~Incentive~~)~~ program;

   b. Employee and Dependent Coverage - seventy (70) percent of the total health 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)~~Wellness Incentive program.

   c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. Employees who elect the Sharewell Choice PPO plan will not only have their insurance premium fully paid by the County but will also receive a payroll credit per plan guidelines. In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the ~~Healthy Steps~~Wellness Incentive program.

4. The health plan 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)~~Wellness Incentive program;

   b. Employee and Dependent Coverage – thirty-two and one-half (32 ½ ~~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 ½) 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)~~Wellness Incentive program.

   c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. The County will pay the following percentage of the premium for employees electing the Sharewell Choice PPO plan:

   a. Employee Only – one hundred (100) percent of the premium;

   b. Employee and Dependent – see 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~~Wellness Incentive program.

4. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek.

5. The health plans and their premiums are adopted, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents through HRS/Employee Benefits.

C. Two married full-time employees who are enrolled in the same health plan must

be enrolled as Employee Married to Employee (EME). While enrolled as EME, for each EME subscriber who does not complete the ~~Healthy Steps~~Wellness Incentive program, the County will pay ninety-five (95) percent of employee and dependent coverage. For each EME subscriber who does complete the ~~Healthy Steps~~ Wellness Incentive program, the County will pay the full cost of employee and dependent coverage for the EME subscriber. EME dependents are enrolled as dependents of the EME subscriber and are not required to participate in the ~~Healthy Steps~~ Wellness Incentive program.

Employees must report any subsequent changes in marital status, such as legal separation or divorce, within thirty (30) days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this program during the period in which the employees were ineligible due to legal separation or divorce.

D. OCMA will make a concerted, good faith effort to encourage its members and their dependents enrolled in the County's PPO health plan to avoid using out-of-network service providers. Plan designs for the County sponsored health plans may be altered during the term of this MOU, provided the changes are made at the same time and in the same manner for a majority of County employees.

During the term of this MOU, upon request of either party, the parties will meet to discuss potential modifications/cost containment of health insurance plans.

E. Dual Coverage: If two married employees are enrolled in separate health plans neither employee may cover the employee's spouse as a dependent on their 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.

F. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article III, Section 11. and applicable law, the County shall continue to pay health insurance premiums as provided in sections A. and B. above, to the extent required by applicable law.

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 pay health insurance premiums as provided in sections A and B, above, to the extent required by applicable law.

H. Effective January 1, 2008, active employees are pooled separately from retirees for purpose of setting premiums for participation in County offered health plans.

I. Effective January 1, 2024, County health insurance plans will be restructured to include both active County employees and eligible County retirees, with the requirement that the retiree health insurance premiums for non-Medicare retirees

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

Section 2. Health Plan Enrollment

A. New eligible employees will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Wellwise Choice PPO Health Plan, employee only. Eligible part-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Sharewell Choice PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work, unless required by state/federal law. Upon return to work, coverage will become effective the first day of the month following thirty (30) days from the date of return, unless otherwise required by state/federal law.

B. Employees may opt out of participation in the County's health insurance programs at any Open Enrollment or within 30 days of a qualifying life event provided they sign a waiver of the offer of health coverage that complies with the Affordable Care Act ("ACA") and/or other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements.

~~B.~~C. Terminated employees will continue to receive coverage in all health plans until the last day of the calendar month in which they terminate employment. 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.~~D. The County shall provide for an open enrollment period once each calendar year for employees, employees' eligible dependents, and retirees to change their enrollment in a County health plan. Employees who wish to opt out of a County Health Plan will be required to sign a waiver of the offer of health coverage that complies with the Affordable Care Act ("ACA") and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements of coverage at each Open Enrollment.

~~D.~~E. Eligible employees who have opted out of a County health plan as described in Section 1 will be given an opportunity to elect and enroll in a Retiree health plan.

Section 3. AOCDS Medical Insurance Trust Fund for Sworn Public Safety Managers

A. Effective July 1, 2020, all active Sworn Public Safety Managers will be enrolled in AOCDS medical benefit plans which shall provide medical benefits similar to those offered by the County.

New Sworn Public Safety Managers hired on or after June 1, 2020, shall be enrolled in AOCDS medical benefit plans the first day of the month following hire date.

B. Eligible Sworn Public Safety Managers 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 Sworn Public Safety Manager shall be eligible for County Health insurance plans except in the capacity as an eligible dependent while on unpaid leave of absence.

C. Sworn Public Safety Managers retiring on or after January 1, 2020, shall be enrolled in the AOCDS Medical Trust. The effective date of enrollment shall be January 1, 2020, or the first of the month following retirement, whichever is later. Sworn Public Safety Managers retiring before January 1, 2020, shall remain enrolled in County-offered health plans.

Section 4. Medical Insurance Contribution for Sworn Public Safety Managers

A. Effective the first payday in June 2020 (Pay Period 12 – May 22, 2020 through June 4, 2020), the County shall contribute a composite rate of $1,395 per month for each full-time enrolled, regular, limited-term, and probationary Sworn Public Safety Manager on paid status in this unit, except as noted in B., C., D., and E. below.

For Sworn Public Safety Managers hired on or after June 1, 2020, 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 Sworn Public Safety Manager whose normal workweek consists of at least twenty (20) hours shall be one half (1/2) the rate for a full-time Sworn Public Safety Manager. No contribution shall be made for a Sworn Public Safety Manager 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 Sworn Public Safety Managers, 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 Sworn

Public Safety Manager in a paid status during some portion of the pay period.

D. During the term of this MOU, any negotiated increase to the amount of the County's contribution to the AOCDS Medical Insurance trust as stated in the AOCDS Public Safety and Supervising Public Safety Units MOU will also be applicable to Sworn Public Safety Managers.

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. The County shall contribute to the AOCDS trust fund when the subscriber is a Sworn Public Safety Manager.

F. For Sworn Public Safety Managers who are on approved leave which meets the requirements of Family Leave pursuant to Article III, Section 11 and applicable law, the County shall continue to make medical insurance contributions as described in A., B., C., and D., above.

G. 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 Sworn Public Safety Managers.

Section 5. Other Insurance Coverage and Physical Examination

A. The County will provide to all full-time regular, limited-term, and probationary employees the following:

1. Short-term Disability Insurance Plan at no cost to the employee to provide, after sick leave or 192 hours of annual leave is exhausted, sixty (60) percent of salary for up to one (1) year for certified nonoccupational injury or illness. The plan will also provide for continuation of the County's share of premiums for health, dental, and life insurance benefits while the employee is on Official Leave for non-occupational disability for up to one (1) year from the effective date of disability.

2. Long-term disability insurance coverage at no cost to the employee to provide up to sixty (60) percent of salary.

3. Life Insurance and Accidental Death and Dismemberment Insurance:

a. Basic Life insurance and accidental death and dismemberment insurance will be provided in the amount of $100,000 for all full-time administrative management employees without proof of insurability.

Such insurance will be subject to the limitations of liability contained in those insurance policies. Benefits are subject to Imputed Income requirements as required by law.

b. Employees will have the option to purchase additional life insurance coverage options without proof of insurability if purchased within thirty
(30) days of eligibility. Some levels of additional life insurance coverage, or any additional life insurance coverage purchased after thirty (30) days of eligibility require proof of insurability. Employees will have the option to purchase additional supplemental life and accidental death and dismemberment coverage including dependent coverage. Such insurance will be subject to the limitations of liability contained in those insurance policies. Benefits are subject to imputed income requirements as required by law.

4. Voluntary annual physical examinations by a County-designated physician at no cost to the employee.

B. The County will provide dental insurance for the employee and dependents to all full-time regular, limited-term, and probationary employees. Part-time regular, limited-term, and probationary employees will have the option of purchasing dental insurance for the employee and dependents by paying one-half the monthly rate paid by the County for full-time employees, provided the employee's normal workweek consists of at least twenty (20) hours.

Section 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 7. Retiree Medical Plan

A. Retiree Medical Grant

1. Effective the pay period beginning on June 16, 2023, the Retiree Medical Grant benefits shall be frozen. Employees shall not accumulate additional service hours or credit toward eligibility for the Retiree Medical Grant as of June 16, 2023. Cost of living adjustments (COLAs) and age adjustments, other than the 50% grant reduction at age 65 for retirees eligible for Medicare, shall cease for employees retiring effective on or after June 16, 2023.

~~1.~~2. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan (“the Plan”) for

employees who have retired from County service and who meet certain eligibility requirements of the Plan.

~~2.~~3. The County will: (a) fund the cost of the Plan; and (b) establish a trust to administer the Plan.

~~3.~~4. 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 a County-offered health insurance plan and/or Medicare premiums as provided below.

a. Upon implementation of the Plan**,** for eligible retirees the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service in an Eligible Classification up to a maximum of twenty- five (25) years. In each fiscal year, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County health plan premiums no later than the effective dates of such change, not to exceed three (3) percent per year. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums. The adjustments to the Grant (COLAs) based on changes to health plan premiums as referenced in this section will cease to apply for eligible retirees who retire effective on or after June 16, 2023.

b. The Grant will be adjusted as follows:

1) The Grant will be reduced by seven and one-half percent (7½%) 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. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.

2) The Grant will be increased by seven and one-half percent (7½%) per year for each year of age the employee is greater than age 60, based upon the employee's age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.

3) Sections 5.A.2.b.1 and 5.A.2.b.2 shall not apply to Safety Classifications or Disability Retirements.

4) The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B or immediately, if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B, as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to September 26, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

c. All current employees who retire and become eligible for a Grant shall be provided a one (1) time opportunity of thirty (30) days to enroll in a County offered health plan or elect to temporarily opt out of retiree health from the date they retire. Should a retiree fail to ~~enroll~~ make an election to temporarily opt out during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Grant, if eligible and enrollment in a County offered 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 ~~proceeding~~ preceding June 23, 2006.

3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County-offered health plan and/or Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

C. Eligibility Requirements for Retiree Medical Grant

1. Retiree must be actively retired from the County of Orange and receiving

a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). New employees hired on or after June 16, 2023, are not eligible for the Grant.

Employees who were employed by the County on or before June 15, 2023, with 10 or more years of credited service as defined under the Retiree Medical Plan Document, shall be eligible for the Grant. Employees who are employed by the County as of June 16, 2023, with one or more full years of credited service, as defined under the Retiree Medical Plan Document, shall have the option to elect keep their Grant, if otherwise eligible under the Retiree Medical Plan Document, or have the County make a contribution to the County Health Reimbursement Arrangement (HRA) based on their full credited years of service. The County contribution to the HRA will be made as soon as administratively feasible on or after June 16, 2023. If an employee retires before June 16, 2023, the employee may only receive the Grant, if otherwise eligible under the Retiree Medical Plan Document, and will not be eligible to elect to receive the County HRA contribution.

The County contribution to the HRA will be $855 for each full year of credited service, as defined under the Retiree Medical Plan Document. There will be no County contribution for partial credited years of service.

Any employee who elects the Grant shall have the value of their Grant calculated based upon the credited years of service, as defined under the Retiree Medical Plan Document, up to a maximum of 25 years. Any employee whose years of credited service is greater than 25 shall receive $855 per each full year of eligible service beyond the 25-year cap contributed by the County to the HRA.

~~2. Retiree must have retired with at least ten (10) years of credited County service except as provided in C.2.a., b., c., and d. below:~~

~~a.~~ 2. A retiree who receives a service-connected disability retirement pension under OCERS effective before June 16, 2023, 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.~~ 3. A retiree with a minimum of five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS effective before June 16, 2023, 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.~~ 4. A separated employee who has less than ten (10) years of credited County service or is under normal retirement age and requested a service or non-service connected disability retirement pension under OCERS shall

not be eligible to receive ~~either~~ the Retiree Medical Grant ~~or the Lump Sum benefit~~ until a determination of disability status is made by the Orange County Board of Retirement.

~~d.~~ 5. 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 Board of Retirement grants a disability retirement.

~~3.~~ 6. All eligible retirees and enrolled dependents that are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Grant. All eligible retirees and dependents that are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.

~~4.~~ 7. 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 shall not become eligible for participation in the Grant.

~~5.~~ 8. For purposes of this Section, a full year of credited service shall be based upon those regular hours the employee worked for the County as a regular, limited-term, and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service. Hours of service performed in periods before August 1, 1993, shall be counted toward credited service only if the employee is continuously employed by the County from August 1, 1993, until his or her retirement. For this purpose, a layoff will not be regarded as a break in continuous employment if the employee is reemployed by the County in an eligible classification following such layoff.

D. Survivor Benefits

1. A surviving dependent of a retiree who was eligible to receive a Retiree Medical Grant, as stated above in A through C, and who qualifies for a monthly 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.

E. Opt-Out of Retiree Medical Grant and Transition to a Health Reimbursement Arrangement (HRA)

Effective June 16, 2023, employees who choose to opt out of the Retiree Medical Grant shall receive a value for their grant of $855.00 for each full year of qualified service contributed to the employee's HRA. The opt-out value will not be limited to a 25-year cap.

F. Transition from County Retiree Medical Grant to a Health Reimbursement Arrangement

1. Effective on June 16, 2023, 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 HRA Advisory Committee, shall administer the program subject to the requirements set forth in the County Health Reimbursement Arrangement Plan Document.

2. The County will contribute to each employee's HRA effective the pay period beginning on June 16, 2023, $60.00 per pay period for each full-time employee and $30.00 for each part-time employee (scheduled to work at least 40 hours per pay period) and the County contribution will be increased by 2.5% annually each first full pay period beginning July 2024.

Section 8. Reopener as Result of the ACA

The County may reopen negotiations on this Article and other provisions in this MOU (e.g., Optional Benefits program in Article VI, Section 3, Flexible Spending Accounts in Article VIII), for the purpose of addressing issues related to the ~~resulting from the implementation of the Patient Protection and~~ Affordable Care Act (ACA), or other Federal legislation/regulation which impacts the County's ability to provide Benefits under this MOU.~~including, but not limited to, the potential impact of the Excise Tax (commonly known as the "Cadillac Tax") on high cost employer-sponsored health coverage. Federal administrative agencies have not yet issued definitive guidance regarding the Excise Tax which is expected to begin in 2018. 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).Notwithstanding the above, the County may not reopen negotiations on these issues unless the issues have first been discussed as part of a Working Group.~~

~~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.~~

~~Section 9. Reopener on Retiree Medical Grant~~

~~The parties may reopen negotiations on the retiree medical grant (See Section 7.A., above) during the term of this MOU.~~

~~Section 10. Insurance Working Group~~

~~The parties agree to participate in a Working Group to review insurance issues. The Union may have up to five (5) members as representatives on the working group. Other bargaining groups and stakeholders will be invited to participate in the working group. Among the issues to be examined by the working group are the following:~~

- ~~Plan design (e.g., benefits, wellness and other incentive programs)~~
- ~~Cost containment ideas~~
- ~~Impact of the ACA on County insurance plans/programs~~
- ~~Communications~~
- ~~The County's wellness program and~~
- ~~Other issues the parties agree to discuss.~~

ARTICLE XV DEFINED CONTRIBUTION

Section 1. Section 457(b) Defined Contribution Plan

An employee in a regular or limited-term position may, at his or her request, participate in the County's Section 457(b) Defined Contribution Plan.

Section 2. Section 401(a) Defined Contribution Plan

Effective the first pay period after Board adoption of the 2011 – 2014 MOU, the County contribution to the 401(a) Defined Contribution Plan, as referred to in Appendix B of that MOU ("Wages", Item 3.) will be eliminated for the remaining managers in the 401 (a) Plan under the grandfathering agreement. Managers must leave their assets in the 401(a) Plan until either retirement, separation from the County of Orange, death or total and permanent disability.

ARTICLE XVI RETIREMENT

Section 1. Retirement Benefit Levels for General Members

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 1.A.3 and Section 1.B 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 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. Pension Formula Election for Employees Hired Prior to August 27, 2010

a. Employees hired prior to August 27, 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 2.a 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 4 below.

d. Effective with the beginning of the pay period following the date an employee elects the "1.62% at 65" benefit formula, the normal employee contribution rate to the retirement system for the employee will be

calculated pursuant to Government Code section 31621. The employee will also make the contributions described in Section 3.C and D of this Article.

3. Pension Formula Election for Those Hired by the County between August 27, 2010 and January 1, 2013

   a. Employees hired on or after August 27, 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 will make retirement contributions in accordance with the provisions of Section 3.C and D below.

   c. In the event an eligible employee failed to make an election during the 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 4 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 3.C and D 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 3.C and D., below.

2. "New Members" are eligible to participate in the "DC Plan" described in Section 4 below.

Section 2. Retirement Benefit Levels for Safety Members

A. For Employees Hired Before January 1, 2013 and for Employees 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" benefit 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) year of final compensation per Government Code section 31462.1.

b. For Employees hired on or after September 21, 1979, the retirement allowance will be computed upon the employee's highest three (3) years of compensation per Government Code section 31462.

B. For Employees Hired on or After January 1, 2013 Who are Considered "New Members" Within the Meaning of 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 3. Retirement Contributions

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 shall pay the full member contribution for each of the benefit plans provided by the County.

D. General Members Contributions to Offset the Increased Cost of the "2.7% at 55" Benefit Formula

1. Except as provided in Section E below, 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 June 24, 2005, general members in this bargaining unit began making an additional contribution to the retirement system. This contribution is in addition to the normal employee contribution calculated under Section 31621.8 of the Government Code (or Section 31621 of the Government Code, if applicable), and is in addition to the employee contribution required to help provide full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the actuary. The additional employee contribution made under this paragraph is known as the "Reverse Pickup" and is designed to offset both the prospective increased costs, as well as the increased costs attributable to past service liability of providing this enhanced retirement benefit.

   a. The portion of the additional employee contribution that is attributable to past service liability shall be in accordance with and for the purposes stated in Section 31678.3(d) of the Government Code. This additional contribution shall continue beyond the expiration date of this MOU for the purpose of amortizing, over a 20-year period, the cost of the enhanced retirement benefit.

   b. The portion of the additional employee contribution that is attributable to the prospective increased cost of the benefit shall also continue beyond the expiration date of this MOU but unlike the past service liability, does not expire at the end of the 20-year period set forth above.

2. Implementation of the foregoing changes increased employee and employer retirement contributions for general members in this bargaining unit. Except as provided in Section E below it is the intention of the parties that the amount of this increase will continue to be borne entirely by the general member employees, and not by the County.

3. The County and OCMA will annually review its costs including costs impacted by changes in the investment earnings and evaluate whether any adjustments to employee contributions are necessary.

E. Reduction in Reverse Pickup

1. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, the annual reverse pickup contribution rate for employees in the PEPRA and 1.62% at 65 Classic benefit formulas will be frozen at the fiscal year

2019-2020 rate. The reverse pickup contribution rate for employees in the 2.7% at 55 benefit formula shall continue to be calculated pursuant to Section 2 of this Article.

2. Effective the first day of the first full pay period after Board of Supervisors adoption, the County will assume responsibility for a fixed 1.2% reduction of the employee's paid reverse pickup.

3. Effective July 3, 2020, the County will assume responsibility for an additional 1.2% for a total fixed 2.4% reduction of the employee's paid reverse pickup.

4. Effective July 3, 2021, the County will assume responsibility for an additional 1.2% for a total fixed 3.6% reduction of the employee's paid reverse pickup.

5. Effective July 1, 2022, the County will assume responsibility for an additional .5% for total fixed ongoing 4.1% reduction of the employee's paid reverse pickup.

6. By July 1, 2022, the entire Reverse Pickup for employees in the PEPRA and 1.62% and 65 Classic benefit formulas shall be eliminated. It is the intent of the parties that the reverse pickup amount for Legacy employees will continue to be reduced by a fixed 4.1% from July 1, 2022 into the future.

Section 4. Defined Contribution Retirement Plan

A. Beginning on the plan commencement date, ~~as defined in Section 6 (A) above,~~ the County will make available a County 1.62 Retirement~~, Section 457(b)~~ Defined Contribution Plan (the "1.62 DC Plan") comprised of a voluntary 457(b) plan and a 401(a) matching plan to those employees who are covered by the ~~–~~" 1.62% at 65" benefit formula (whether by election, deemed to have elected or are hired on after January 1, 2013 and are deemed to be "new members" within the meaning of PEPRA). These employees will be permitted to make voluntary contributions to the 1.62 Section 457(b) DC Plan. The County will make matching contributions as described in Section 4.B., below.

B. The County will contribute a biweekly amount to the 1.62 Section 457(b) ~~a~~ Section 401(a) ~~Defined Contribution~~DC Plan for an eligible employee equal to the biweekly amount that the employee contributes to the 1.62 Section 457(b) DC Plan, not to exceed two (2) percent of the employee's base salary (the "match"). ~~In accordance with Board action on March 22, 2011, this one-year period is extended until a decision is reached regarding implementation of the "1.62 at 65" retirement formula election for current employees as described in Section 1.A.4 above. If current employees become eligible for the election, a new one-year period for the current level of match will be established, which will be one year from the plan commencement date for current employees. Should the current employees be deemed ineligible for the retirement formula election, the second year match, as described herein, shall be implemented within two (2) pay periods of the decision.~~ County contributions to the 1.62 Section 401(a) ~~Defined Contribution~~ DC Plan shall vest on behalf of the participant after that participant has been continuously employed by the County for a period of five (5) years. For this purpose, one year

shall be equal to 2080 paid hours of service, exclusive of overtime.

C. Employee contributions to the DC Plan(s) and the County contributions to the Section 1.62 401(a) ~~Defined Contribution~~DC 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. If the County forms a study group to review potential modifications to the County's defined contribution plan, OCMA may designate one member to participate on the study group. The study group's recommendations will be presented to the Board of Supervisors for their consideration.

Section 5. 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 remain in effect subject to approval of the Internal Revenue Service.

ARTICLE XVII NONDISCRIMINATION

The County and OCMA agree that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination by reasons of physical handicap, marital status, or medical condition (as defined under the Fair Employment Practices Act) or race, religion, color, sex, age, national origin, or ancestry.

OCMA shall not discriminate in membership or representation on any basis cited in this Article.

ARTICLE XVIII COUNTY RIGHTS

The County retains the exclusive right to make all managerial and administrative decisions including, but not limited to, the nature and extent of services to be performed, the methods, means and personnel by which its operations are to be conducted, and such other decisions as may be necessary to organize and operate in the most efficient manner. Such rights shall also include the right to manage and direct the workforce, 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 XIX EMPLOYEE RIGHTS

The County shall not hinder or discipline an employee for exercising any rights or benefits provided in this Memorandum of Understanding.

ARTICLE XX COMPENSATION

Section 1. Salary

A. The Chief Human Resources Officer has the authority to allocate classes to management ranges, and to determine the salary level of employees assigned to a new range.

B. Notwithstanding Article I, Section 2 of this MOU, salaries will be increased for unit members as set forth below.

1. Effective the first day of the next full pay period following adoption of this MOU salaries will be increased by ~~2.5~~4.75% (base-building/salary range movement) for all unit members.

2. Effective ~~July 3, 2020~~June 28, 2024, salaries will be increased by ~~2.~~4.25~~5~~% (base-building/salary range movement) for all unit members.

3. Effective ~~July 2, 2021~~June 27, 2025, salaries will be increased by ~~2.5~~4.0% (base-building/salary range movement) for all unit members.

~~4. Effective July 1, 2022, salaries will be increased by 3.0% (base-building/salary range movement) for all unit members.~~

Section 2. Management Performance Evaluation and Compensation

A. Salary increases shall not be automatic. They shall be based upon performance and granted only upon the affirmative recommendation of the ~~Agency/~~Department Head.

B. ~~Compensation Committee Development of New Compensation System~~ The County and OCMA will begin discussions regarding a merit increase structure no later than October 31, 2023. The County will present OCMA with a merit increase structure no later than December 31, 2023, with an anticipated implementation date of July 1, 2024.

~~1. The parties will continue meeting to develop a new compensation system (to replace the Pay for Performance (P4P) Program).~~

~~Each party may designate up to seven (7) representatives to serve on the committee. The Assistant Director of Human Resource Services and the President of OCMA will serve as co-chairs of the committee. The purpose of the committee will be to review the current compensation and evaluation systems and recommend modifications to these systems as circumstances merit.~~

~~2. Other provisions of the MOU that affect compensation and evaluation, such as Article I, Section 2, may be changed as a result of the committee's recommendations.~~

~~3. The committee will meet on an as-needed basis, and have as its goal to complete its work no later than May 31, 2020.~~

~~B. Evaluation Committee~~

~~1. The parties agree to meet following adoption of this MOU to develop a new classification system. Each party may designate up to seven (7) representatives to serve on this committee. The Assistant Director of Human Resource Services and the President of OCMA will serve as co-chairs of the committee. The purpose of the committee will be to review the current classifications in the bargaining unit and recommend modifications to those classifications, as circumstances merit. The County is using an outside consultant to conduct the classification study.~~

~~2. Other provisions of the MOU that involve classifications, such as Appendix A, may be changed as a result of the committee's recommendations.~~

~~3. The committee will meet on an as-needed basis. The parties agree that in the interim, the current evaluation system will not be identified as P4P or P4PT and the parties will meet to create a replacement evaluation system.~~

Section 3. Range Constraints

A. No employee's salary shall exceed the maximum of the salary range, except pursuant to Y-Rate provisions of Article I.

B. No employee's salary shall be less than the minimum rate in the range assigned to the class in which he or she is employed.

APPENDIX A

~~8011MA Administrative Manager I~~
~~8012MA Administrative Manager II~~
~~8013MA Administrative Manager III~~
~~8014MA Administrative Manager III (SPL)~~

~~8011MP Administrative Manager I (Probation Management)~~
~~8012MP Administrative Manager II (Probation Management)~~
~~8013MP Administrative Manager III (Probation Management)~~

~~8011MT Administrative Manager I (Deputy Coroner Management)~~
~~8012MT Administrative Manager II (Deputy Coroner Management)~~
~~8013MT Administrative Manager III (Deputy Coroner Management)~~

8157MA	Airport Manager, Senior
8158MA	Airport Deputy Director
8160MA	Business Services Analyst
8161MA	Business Services Administrator
8162MA	Business Services Manager
8163MA	Business Services Manager, Senior
8164MA	Business Services Assistant Deputy Director
8165MA, 8165MT	Business Services Deputy Director
8181MA	Capital Projects Administrator
8182MA	Capital Projects Manager
8183MA	Capital Projects Manager, Senior
8185MA	Community Development Analyst
8186MA	Community Development Manager
8187MA	Community Development Manager, Senior
8188MA	Community Development Deputy Director
8190MA	Criminal Justice Analyst
8191MA	Criminal Justice Administrator
8192MA, 8192MP	Criminal Justice Manager
8193MA, 8193MP, 8193MT	Criminal Justice Manager, Senior
8194MA, 8194MP, 8194MT	Criminal Justice Deputy Director
8196MA	Development Services Administrator
8197MA	Development Services Manager
8198MA	Development Services Manager, Senior
8199MA	Development Services Deputy Director
8206MA	Emergency Management Analyst
8207MA	Emergency Management Administrator
8208MA	Emergency Manager
8209MA	Emergency Manager, Senior
8210MA	Emergency Management Deputy Director
8212MA	Engineering Manager, Senior
8213MA	Engineering Deputy Director

8215MA	Assistant Chief Deputy Operating Officer
8218MA	Fiscal Analyst
8219MA	Fiscal Administrator
8220MA	Fiscal Manager
8221MA	Fiscal Manager, Senior
8222MA	Fiscal Assistant Deputy Director
8223MA	Fiscal Deputy Director
8224MA	Crime Lab Manager
8225MA	Crime Lab Manager, Senior
8226MA	Crime Lab Deputy Director
8228MA	Health Services Analyst
8229MA	Health Services Administrator
8230MA	Health Services Manager
8231MA	Health Services Manager, Senior
8232MA	Health Services Assistant Deputy Director
8233MA	Health Services Deputy Director
8234MA	Human Resources Analyst
8235MA	Human Resources Administrator
8236MA	Human Resources Manager
8237MA	Human Resources Manager, Senior
8238MA	Human Resources Assistant Deputy Director
8239MA	Human Resources Deputy Director
8240MA	Human Services Analyst
8241MA	Human Services Administrator
8242MA	Human Services Manager
8243MA	Human Services Manager, Senior
8244MA	Human Services Deputy Director
8246MA	Learning and Organizational Development Administrator
8247MA	Learning and Organizational Development Manager
8248MA	Learning and Organizational Development Manager, Senior
8249MA	Learning and Organizational Development Deputy Director
8251MA	Legal Services Analyst
8252MA	Legal Services Manager
8253MA	Supervising Deputy County Counsel
8255MA	Library Manager
8256MA	Library Manager, Senior
8257MA	Library Deputy Director
8259MA	Medical Services Manager
8260MA	Medical Services Manager, Senior
8261MA	Medical Services Assistant Deputy Director
8262MA	Medical Services Deputy Director
8263MA	Medical Director
8265MA	Operations and Maintenance Analyst
8266MA	Operations and Maintenance Administrator

8267MA	Operations and Maintenance Manager
8268MA	Operations and Maintenance Manager, Senior
8269MA	Operations and Maintenance Deputy Director
8271MA	Procurement Contract Analyst
8272MA	Procurement Contract Administrator
8273MA	Procurement Contract Manager
8274MA	Procurement Contract Manager, Senior
8275MA	County Procurement Officer
8277MA	Public Information and Affairs Analyst
8278MA	Public Information and Affairs Administrator
8279MA	Public Information and Affairs Manager
8280MA	Public Information and Affairs Manager, Senior
8281MA	Public Information and Affairs Assistant Deputy Director
8283MA	Real Estate Analyst
8284MA	Real Estate Manager
8285MA	Real Estate Manager, Senior
8286MA	Real Estate Deputy Director
8288MA	Registrar of Voters Administrator
8289MA	Registrar of Voters Manager
8290MA	Registrar of Voters Manager, Senior
8291MA	Regulatory Compliance Administrator
8292MA	Regulatory Compliance Manager
8293MA	Regulatory Compliance Manager, Senior
8294MA	Regulatory Compliance Assistant Deputy Director
8295MA	Regulatory Compliance Deputy Director
8296MA	Research, Policy and QA Analyst
8297MA	Research, Policy and QA Administrator
8298MA	Research, Policy and QA Manager
8299MA	Research, Policy and QA Manager, Senior
8300MA	Research, Policy and QA Deputy Director
8301MA	Risk Management Analyst
8302MA	Risk Management Administrator
8303MA	Risk Manager
8304MA	Risk Manager, Senior
8305MA	Risk Management Deputy Director
8353MA	Deputy County Surveyor
8354MA	County Surveyor
8356MA	Technology Services Administrator
8357MA	Technology Services Manager
8358MA	Technology Services Manager, Senior
8359MA	Technology Services Assistant Deputy Director
8360MA	Technology Services Deputy Director

DEAL POINTS

FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND ORANGE COUNTY MANAGERS ASSOCIATION

August 8, 2023

Contract Term	June 30, 2023 – June 25, 2026
Salary	- Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, increase salary schedule by 4.75%. - Effective June 28, 2024, the salary schedule will be increased by 4.25%. - Effective June 27, 2025, the salary schedule will be increased by 4.0%.
Merit Increases	The County and OCMA will begin discussions regarding a performance-based merit increase structure no later than October 31, 2023. The County will present a merit increase structure to OCMA by December 31, 2023, with an anticipated implementation date of July 1, 2024.
Educational and Professional Reimbursement Program	Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, employees in good standing may request reimbursement of up to $2,000 of the maximum $10,000 Educational and Professional Reimbursement Program allotted amount for student loan payments made during the course of the fiscal year while employed by the County. Eligible employees must be employed by the County at the time reimbursement is made to be eligible to receive this benefit.
Manager Standby Pay	Managers in the following classifications shall be paid one-quarter (1/4) of their hourly salary for the entire period of an assigned Manager Standby Shift:

	- *Probation Department* – Criminal Justice Manager, Senior and Criminal Justice, Deputy Director assigned to work a designated Standby shift as the Administrator In Charge - *Social Services Agency* – Human Services Manager, Senior assigned to work a designated Standby shift as the Manager on Duty for the Child Abuse Hotline and the Emergency Response Program A Manager Standby Shift is: - An established shift that is designated and approved by the Department Head as a "Manager Standby shift." - During an assigned Standby shift the employee must: (1) be reachable by telephone or other communications device; (2) be able to report to work in a reasonable time; and (3) refrain from activities which might impair his or her ability to perform assigned duties. - Whenever practicable, an employee should be informed in writing at least five (5) calendar days in advance of the dates and inclusive hours of such assignment. - There shall not be any duplication or pyramiding of rates paid under the Premium Pay Section or with flexible time off or pay for additional duties associated with working an assigned Manager Standby shift. Nor shall an employee be eligible to receive Standby pay and straight-time pay for hours actually worked during a Standby shift. - The parties will establish a working group to discuss whether additional classifications may be eligible for Manager Standby pay.
Sick Leave	After exhaustion of annual leave balances allow employees to donate up to 24 hours of sick leave, per fiscal year, as part of the County's Catastrophic Leave Donation plan.

Bereavement Leave	Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, use of bereavement leave may be extended beyond six months from the date of the loss, to 12 months, provided an employee obtained written approval from a supervisor within six months of the loss.
Holidays	Observe Native American Day holiday in lieu of Columbus Day to align with Superior Court operations.
Insurance	Establish an Insurance working group to discuss a redesign of the Wellness Credit program, how employees earn their 5% credit, and reducing the cost of health insurance.
Clean Up Language	Address administrative changes, which have occurred during the term of the contract.
Other Contract Provisions	The parties have agreed upon other minor revisions to: extend a probationary period when an employee is placed on administrative leave; limit arbitration to one day for new hire probation release grievances alleging discrimination; establish a Leave Language working group; equally share arbitration costs; and incorporate side letters into the contract.

The signatures below indicate the parties have reached a tentative agreement on the foregoing subjects. This is an abbreviated version of the tentative agreement agreed to by the parties. This document does not and is not intended to set out the tentative agreements agreed upon in their entirety. Final agreement is dependent upon drafting of specific contract language and ratification by the OCMA membership and adoption by the County's Board of Supervisors.

FOR ORANGE COUNTY MANAGERS ASSOCIATION

8/8/23

Stacey McCoy Date
President, OCMA

FOR THE COUNTY OF ORANGE

08/08/23

James Harman Date
Chief Negotiator, County of Orange

Revision to ASR and/or Attachments

RECEIVED
CLERK OF THE BOARD
AUG 17 2023

Date: 8/17/23

To: Clerk of the Board of Supervisors

CC: County Executive Office

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: 2023.08.17 14:43:46 -07'00'

Re: ASR Control #: S33J, Meeting Date 8/22/23 , Item No. # S33J

Subject: Lease at 721 South Parker Street, Orange

Explanation:

For recommended action #2, please change the name of the firm from Milan Capital Management, Inc. to Milan OFC, LLC as stated in the lease.

☒ Revised Recommended Action(s)

2. Approve the ten (10) year lease agreement with Milan OFC, LLC ~~Milan Capital Management, Inc.~~, for 24,658 rentable square feet of office space at 721 South Parker Street in Orange, for Orange County Information Technology's use and authorize the Chief Real Estate Officer to execute the lease in substantially the form attached with approval as to form by County Counsel.

☐ Make modifications to the:

☐ Subject ☐ Background Information ☐ Summary ☐ Financial Impact

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

County Executive Office

Memorandum

RECEIVED
CLERK OF THE BOARD
AUG 17 2023

August 15, 2023

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: 2023.08.15 15:31:38 -07'00'

Subject: Exception to Rule 21

S33J

The Executive County Office is requesting a Supplemental Agenda Staff Repot for the August 22, 2023, Board Hearing.

Agency: County Executive Office
Subject: Lease at 721 South Parker Street, Orange
Districts: 2

Reason Item is Supplemental: Lease negotiations were not completed and finalized until after the Clerk of the Board's filing deadline; therefore, this Agenda Staff Report was not submitted by the filing deadline.

Justification: The County Executive Office is requesting this Supplemental Item be placed on the August 22, 2023, Board agenda for the approval of the proposed lease agreement which will allow Orange County Information Technology to relocate from its current premises at 1055 N. Main Street, Santa Ana, to satisfy the requirements of the phased implantation of the Civic Center Facilities Strategic Plan. Orange County Information Technology will lease the new premises for 120 months which requires lease approval in substantial form for Lessor to initiate improvements immediately and deliver the premises on or before March 1, 2024.

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

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item S33J
Clerk's Use Only

RECEIVED
CLERK OF THE BOARD
AUG 17 2023

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE:	8/22/23
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	2
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office
DEPARTMENT HEAD REVIEW:	Thomas A Miller *Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Thomas A. Miller (714) 834-6019 KC Roestenberg (714) 567-5075

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2023.08.15 15:30:49 -07'00'

SUBJECT: OCIT Lease at 721 South Parker Street, Orange

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: 2023.08.15 15:29:32 -07'00' *CEO Signature*	Approved to Form *Action* Lauren Kramer *County Counsel Signature*	Discussion 3 Votes Board Majority

Budgeted: Yes
Current Year Cost: $169,524
Annual Cost: See Financial Impact Section

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

Funding Source: Internal Service Fund 289: 100%
County Audit in last 3 years: No
Levine Act Review Completed: Yes

Prior Board Action: N/A

RECOMMENDED ACTION(S)

1. Find the project is categorically exempt from the California Environmental Quality Act (CEQA), Class 1 (Existing Facilities) pursuant to CEQA Guidelines, Section 15301.

2. Approve the ten (10) year lease agreement with Milan Capital Management, Inc., for 24,658 rentable square feet of office space at 721 South Parker Street in Orange, for Orange County Information Technology's use and authorize the Chief Real Estate Officer to execute the lease in substantially the form attached with approval as to form by County Counsel.

3. Authorize the Chief Real Estate Officer or designee to execute subsequent documents, exercise amendments that make non-monetary and/or monetary changes that do not increase County costs by more than $75,000 per year, as approved by County Counsel.

SUMMARY:

Approval of the lease agreement with Milan Capital Management, Inc. will provide 24,658 rentable square feet of space necessary for Orange County Information Technology to relocate and consolidate its staff and services to 721 South Parker Street, Orange.

BACKGROUND INFORMATION:

On April 25, 2017, the Board of Supervisors (Board) approved a comprehensive Civic Center Facilities Strategic Plan (Civic Center FSP) for the County of Orange Civic Center Area. The Civic Center FSP is integrated in phases and includes the rehabilitation and/or demolition and replacement of several buildings in the Civic Center. Currently, Orange County Information Technology (OCIT) occupies space at 1055 N. Main Street, Santa Ana, which is part of the Civic Center FSP and a portion of 1400 S. Grand, Santa Ana. OCIT will need to vacate 1055 N. Main Street location so that it may be rehabilitated and re-occupied by Orange County Probation Department. This will allow certain other properties to be included in the Civic Center FSP planning process, which is currently ongoing. OCIT will relocate approximately 110 staff members from the two above facilities, including Executive Management to a new, combined facility.

CEO-Real Estate and Orange County Information Technology have conducted a search for suitable office space that is central to the County of Orange Civic Center to provide services to all County agencies, near freeways and public transportation. OCIT is proposing a new lease with Milan Capital Management, Inc. (Lessor) at 721 South Parker Street in Orange (Premises). The Premises offers OCIT 24,658 rentable square feet (RSF) of office space to provide services and support to all County agencies.

To ensure continuity of service, CEO Real Estate and OCIT are recommending a lease for ten (10) years, commencing upon the completion of tenant improvements or March 1, 2024, whichever is later (Lease). The Lease provides for two (2) optional extensions for five (5) years. The rent for each extension is the fair market rate at the time, as agreed to by the parties. Under the terms of the Lease, the monthly rental rate will be $67,809.50 or a rate of $2.75 per RSF, full-service gross and will adjust by three percent (3%) annually over the Term of the lease. Lessor shall abate County's rent during ten (10) months of the term to be taken as twenty (20) months of half-rent in months 2-21 (Abated Rent). County, at County's sole discretion, shall have the ability to convert the Abated Rent to cash for County's move-related expenses. County has the right to terminate the Lease at any time after the ninety-third (93rd) month without penalty by providing 270 days prior written notice to Lessor.

Lessor shall provide turn-key tenant improvements per a mutually agreed upon space plan, not to exceed Lessor's total project contribution of $100 per RSF. Lessor shall provide County with a moving allowance of fifteen dollars ($15.00) per RSF to be used at County's sole discretion towards furniture, fixtures, equipment, relocation costs, cabling and telecommunications. Prior to the Lease commencement, Lessor shall provide County the ability to amortize up to an additional twenty-five dollars ($25.00) per RSF to be amortized into the rent over the term at a rate of seven percent (7%). Lessor shall provide County with an unreserved parking ratio of up to five (5) stalls per 1,000 RSF, which County may convert up to twenty (20) unreserved parking spaces to reserved and/or designated visitor parking spaces at no cost.

CEQA Compliance: The proposed project is Categorically Exempt (Class 1) from the provisions of CEQA pursuant to Section 15301, because it involves a lease of an existing private facility for County office space, resulting in negligible or no expansion of use beyond that existing.

FINANCIAL IMPACT:

Appropriations for this Lease are included in Orange County Information Technology's FY 2023-24 Budget and will be included in the budgeting process for future fiscal years. The Funding Source is Internal Service Fund 289. The Lease agreement contains language whereby the County's obligation to pay rent is contingent upon the availability of County funds which are appropriated or allocated by County's Board of Supervisors.

721 South Parker Street, Orange

FY 2023-2024	$169,524
FY 2024-2025	$410,802
FY 2025-2026	$671,807
FY 2026-2027	$871,907
FY 2027-2028	$897,551
FY 2028-2029	$926,154
FY 2029-2030	$952,785
FY 2030-2031	$980,402
FY 2031-2032	$1,009,992
FY 2032-2033	$1,040,568
FY 2033-2034	$708,178

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Lease Agreement
Attachment B – Summary of Lease
Attachment C – Conveyance Questionnaire

CEO/ALS/CEO-023-013
Orange County Information Technology
721 South Parker Street
Orange, CA 92868

LEASE

THIS IS A LEASE AGREEMENT (hereinafter referred to as "**Lease**") made and effective as of _____, 2023, ("**Effective Date**"), by and between MILAN OFC, LLC, a Delaware limited liability company (hereinafter referred to as "**Lessor**"), and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as "**County**") without regard to number and gender. The Lessor and County may individually be referred to herein as a "**Party**," or collectively as the "**Parties**."

1. DEFINITIONS (1.0 SA)

The following words in this Lease shall have the significance attached to them in this Clause 1 (DEFINITIONS), unless otherwise apparent from context:

"**Board of Supervisors**" means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

"**Building**" means the building commonly known as 721 South Parker Street, Orange, California, 92868, constituting a portion of the Premises.

"**CEO/Office of Risk Management**" means the Risk Manager, County Executive Office, Risk Management, County of Orange, or designee, or upon written notice to Lessor, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

"**Chief Real Estate Officer**" means the Chief Real Estate Officer, County Executive Office, County of Orange, or upon written notice to Lessor, such other entity as shall be designated by the County Executive Officer.

"**County Counsel**" means County Counsel County of Orange, or designee, or upon written notice to Lessor, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

"**County Executive Officer**" means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to Lessor, such other person or entity as shall be designated by the Board of Supervisors.

"**Chief Information Officer**" means the manager of Orange County Information Technology, County of Orange, or designee, or upon written notice to Lessor, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

2. PREMISES (1.1 SA)

Lessor leases to County that certain property described in Exhibit A and shown on Exhibit B, which exhibits are attached hereto and by this reference made a part hereof, of approximately 24,658 rentable square feet ("**RSF**") in the building located at 721 South Parker Street, California (collectively, the "**Premises**"), together

with non-exclusive, in common use of elevators, stairways, washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, other facilities and common areas appurtenant to the Premises.

3. USE (1.2 SA)

County shall use the Premises for general office use and any legally permitted purpose consistent with all applicable federal, state, and municipal laws or any other lawful purpose. County shall not use the Premises or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein.

4. PARKING (1.3 SA)

Throughout the Term of the Lease and including any Extension Term pursuant to Clause 7 (OPTION TO EXTEND TERM), County shall have the non-exclusive right, without additional charge, to use up to five (5) stalls per 1,000 RSF on the Premises as shown on Exhibit B. County shall have the right to convert up to twenty (20) unreserved parking spaces to reserved and/or designated visitor parking spaces at no cost. County's use of said parking spaces shall be subject to all reasonable rules and regulations which are prescribed by Lessor from time to time for the efficient operation of the parking areas for the Building and provided to County in writing.

Lessor shall provide parking for disabled persons ("**ADA Spaces**") in accordance with the Americans with Disabilities Act, Section 7102 of the California Uniform Building Code and the applicable codes and/or ordinances relating to parking for disabled persons as established by the local jurisdiction in which the Premises is located where the provisions of such local codes and/or ordinances exceed or supersede the State requirements.

5. TERMINATION OF PRIOR AGREEMENTS (1.4 SA) - *Intentionally Omitted*

6. TERM (1.5 SA)

The Term of this Lease shall be ten (10) years ("**Term**"), commencing the first day of the first full calendar month following the completion by Lessor of the work set out in Clause 13 (CONSTRUCTION) below, whichever date is later ("**Commencement Date**").

Parties agree that the Commencement Date of this Lease will be confirmed in writing by either Party upon demand by the other.

7. OPTION TO EXTEND TERM (1.6 SA)

Provided there is no current County Default under this Lease (as further defined in Clause 28 DEFAULTS AND REMEDIES), either at the time of the exercise of the Option or upon commencement of the Extension Term, County shall have the option to extend the term (the "**Option(s)**") of this Lease for two (2) five (5) year periods (each an "**Extension Term**") exercised by the Chief Real Estate Officer and memorialized in an amendment executed by the Chief Real Estate Officer, on behalf of the County, and Lessor. The Fair Market Rental Value which shall be negotiated at the time of the Option(s) as set forth below and shall not exceed fair market value at the time of the renewal notice. County shall give Lessor written notice of its intent to exercise its Option(s) to extend the Term no sooner than twelve (12) months and no later than nine (9) months prior to the Lease termination date. Time is of the essence in the exercise of the Option(s). The Option(s) shall be personal to County and shall not be exercised by any assignee or sublessee of County. "**Term**" as used in this

Lease shall mean the initial Term and the Extension Term(s) if the Option(s) are duly exercised. If the County exercises the Options(s) to extend, during each of the Extension Term(s) County shall continue to have the option to terminate the Lease pursuant to Clause 8 (OPTION TO TERMINATE).

A. **Mutual Agreement**. Lessor and County shall have thirty (30) days after County exercises any Option to extend in which to agree on the Fair Market Rental Value, as defined below, for the Extension Term. If Lessor and County are unable to agree on the Fair Market Rental Value for the Extension Term within such thirty (30) days, the provisions of the Appraisal section below shall apply.

B. **Factors for Determining Fair Market Rental Value**. The "**Fair Market Rental Value**" of the Premises (or applicable portion thereof) shall be the amount that a willing, comparable, new (i.e., non-renewal), non-equity tenant would pay, and that a willing landlord of a comparable space in Orange County would accept at arms' length. Appropriate consideration shall be given to (A) the annual rental rate per rentable square foot; (B) the definition of rentable square feet for purposes of comparing the rate; (C) location, quality and age of the Premises; (D) the financial condition (e.g., creditworthiness) of County; (E) escalation (including type, base year and stop) and abatement provisions reflecting free rent and/or no rent during the period of construction; (F) brokerage commissions, if any; (G) length of the lease term; (H) size and location (including floor level) of the Premises; (I) building standard work letter and/or tenant improvement allowance, if any (taking into consideration the cost of anticipated tenant improvements as compared to market tenant improvement allowances), provided, however, the Fair Market Rental Value shall not include any tenant improvements or any alterations made by County; (J) condition of space; (K) lease takeover/assumptions; (L) moving expenses and other concessions; (M) extent of services to be provided; (N) distinctions between "gross" and "net" leases; (O) base year figures or expense stops for escalation purposes for both operating costs and ad valorem/real estate taxes; (P) the time the particular rental rate under consideration becomes or is to become effective; (Q) applicable caps on the amount of real estate taxes and assessments passed through to tenants; and (R) other generally applicable conditions of tenancy for the space in question. County shall obtain the same rent and other benefits that Lessor would otherwise give to any comparable prospective tenant.

C. **Appraisal**. If after the expiration of the thirty (30) day period described in the Mutual Agreement section above, the Parties have not mutually agreed on the Fair Market Rental Value for the Extension Term in question, then the Parties shall use the following method to determine the Fair Market Rental Value (the "**Three Broker Method**"): within ten (10) business days after the expiration of such thirty-day period, each Party shall give written notice to the other setting forth the name and address of a "Broker" (as hereinafter defined) selected by such Party who has agreed to act in such capacity, to determine the Fair Market Rental Value. If either Party has failed to select a Broker as aforesaid, the Fair Market Rental Value shall be determined by the Broker selected by the other Party. Each Broker shall thereupon independently make his or her determinations of the Fair Market Rental Value within twenty (20) days after the appointment of the second Broker. If the two Brokers' determinations are not the same, but the higher of such two values is not more than one hundred five percent (105%) of the lower of them, then the Fair Market Rental Value shall be deemed to be the average of the two values. If the higher of such two values is more than one hundred five percent (105%) of the lower of them, then the two Brokers shall jointly appoint a third Broker within ten (10) days after the second of the two determinations described above has been rendered. The third Broker shall independently make his determination of the Fair Market Rental Value within twenty (20) days after his appointment. The highest and the lowest determinations of value among the three Brokers shall be disregarded and the remaining determination shall be deemed to be the Fair Market Rental Value. If County is not in agreement with the Fair Market Rental Value at the completion of the appraisal process, the County may rescind its option to extend by notifying Lessor within thirty (30) days of the completion of the appraisal process.

D. Broker. For the purpose of this Clause 7, "**Broker**" shall mean a real estate broker or salesperson licensed in California, who has been regularly engaged in such capacity in the business of commercial office leasing in the Orange County market for at least ten (10) years immediately preceding such person's appointment hereunder. Each Party shall pay for the cost of its Broker and one half of the cost of the third Broker.

8. OPTION TO TERMINATE LEASE (1.7 SA)

County shall have the option to terminate this Lease at any time after the ninety third (93rd) month of the initial Term upon giving Lessor written notice at least two hundred seventy (270) days prior to said termination date.

9. RENT (1.8 SA)

County agrees to pay to Lessor as rent for the Premises the sum of sixty-seven thousand eight hundred nine and 50/100 dollars ($67,809.50) per month commencing the first day of the first calendar month following substantial completion of the Work ("**Rent Commencement Date**") and adjusted annually pursuant to the Rent Adjustment schedule in Clause 10 (RENT ADJUSTMENT) below.

To obtain rent payments and payment of any amounts hereunder Lessor (or Lessor's designee) shall submit to County's Chief Information Officer, in a form acceptable to said Director of Administrative Services, OCIT, a written claim for said rent payments.

Payment shall be due and payable within twenty (20) days after the later of the following:

A. The first day of the month following the month earned; or

B. Receipt of Lessor's written claim by the Director of Administrative Services, OCIT.

Should County occupy the Premises before the Commencement Date, Lessor shall be entitled to pro rata rent for the period of occupancy and the amount of space occupied prior to the beginning of the Term based upon the monthly installment above. Said Rent shall be included in the rent claim submitted by Lessor for the first full month of the Term and shall be paid by County at the time of payment for said month.

County shall pay Additional Rent in accordance with this Clause. "**Additional Rent**" consists of additional utility charges under the Clause 20 (UTILITIES) of this Lease.

10. RENT ADJUSTMENT (1.9 SA)

The monthly rent payable by County for the Premises ("**Rent**") shall be automatically adjusted as follows:

Months	Rent	Per Square Foot
1	$67,809.50	$2.75
*2-12	$33,904.75	$1.38
*13-21	$34,921.89	$1.42
22-24	$69,843.79	$2.83
25-36	$71,939.10	$2.92
37-48	$74,097.27	$3.00
49-60	$76,320.19	$3.10
61-72	$78,609.80	$3.19
73-84	$80,968.09	$3.28
85-96	$83,397.13	$3.38
97-108	$85,899.04	$3.48
109-120	$88,476.01	$3.59

* In lieu of receiving the above partial abatement of Rent in months two through twenty-one, County, at County's sole discretion, upon delivery of thirty (30) day's written notice to Lessor, shall have the ability to convert the rent for months two through twenty-one to cash to be used towards FF&E, cabling and any other move-related expense ("**Abated Rent Allowance**").

The monthly Rent, above, is the amount to be paid by County. The "Per Square Foot" rate, above, is an estimate for statistical purposes only and for no other purpose.

11. ADJUSTMENT FOR COST OF LESSOR SERVICES (2.0 SA) - *Intentionally Omitted*

12. RIGHT OF FIRST OFFER (2.1 SA)

During the Term and Extension Term(s), County will have a continuing right of first offer (the "**ROFO**") to lease any space located in the Building (each, a "**ROFO Space**") that becomes available. County may request, by written notice to Lessor an "**Availability Request**" that Lessor notify County of whether any ROFO Space is then available or whether a ROFO Space will become available in the following twelve (12) month period. Lessor shall also advise County (the "**ROFO Offer**") of the terms under which Lessor is prepared to lease (or will be prepared to lease in the case of a ROFO Space Lessor anticipates to become available in the following twelve (12) month period) the applicable ROFO Space; provided, however, at County's option, the term for such space will be adjusted proportionately to permit expiration coterminous with the Term. County will have thirty (30) business days after receipt of Lessor's ROFO Offer to notify Lessor of its intent to exercise its ROFO; provided, however that, if County was entitled to exercise the ROFO, but failed to so exercise the same within the thirty (30) business day period described above, and Lessor does not enter into a lease for the applicable ROFO Space within two (2) months following the date of the ROFO Offer, County shall once have a ROFO with respect to the applicable ROFO Space. Notwithstanding anything herein to the contrary, County's ROFO is subject and subordinate only to the expansion rights of any tenant of the Building existing as of the Commencement Date of this Lease.

13. CONSTRUCTION (2.2 N)

A. **County Allowances.** Lessor agrees to complete the Work, as defined below in Subclause B, and as further described in the Work Letter attached hereto as Exhibit C. In addition to the Abated Rent Allowance (as defined above), Lessor hereby agrees to provide County with a tenant improvement allowance of three hundred and sixty-nine thousand eight hundred and seventy dollars and 0/100 ($369,870.00) or $15.00/SF to be used

at County's sole discretion toward FF&E, relocation costs, cabling and telecommunications ("**FF&E Allowance**").

In addition to the FF&E Allowance, Lessor hereby agrees to provide County an additional allowance in the amount of up to $616,450.00 (i.e., twenty-five dollars ($25.00) per RSF) to be used at County's sole discretion toward FF&E, relocation costs, cabling and telecommunications (the "**Additional Allowance**") which shall be amortized into the Rent over the initial Term at an amortization rate of seven percent (7%). To receive the Additional Allowance, County shall provide Lessor with written notice of such election prior to the Commencement Date.

In the event County exercises the right to terminate consistent with Clause 8 (OPTION TO TERMINATE LEASE) above, County shall pay Lessor the unamortized Additional Allowance owed on or prior to the termination date.

B. **Completion Schedule.** Lessor hereby agrees to update the Building (the "**Building Work**") at Lessor's sole cost and expense as further defined in and consistent with the provisions of Exhibit C. Additionally, Lessor hereby agrees to complete at Lessor's sole cost and expense in the amount of up to, but not exceeding, $2,465,800 (i.e., one hundred dollars ($100.00) per RSF), the alterations, repairs, and other work within the Premises (the "**Premises Work**") turnkey and in accordance with the plans and specifications prepared pursuant to Exhibit C. If the Premises Work exceeds one hundred dollars ($100.00) per RSF, County shall reimburse Lessor for the overage amount within sixty (60) days of receipt of written invoice from Lessor, or one hundred twenty days (120) should the overage payment require Board of Supervisors approval. Lessor agrees to have the Premises substantially completed, within one hundred fifty (150) days of the Effective Date, as the same may be extended due to an event of Force Majeure (as defined in Clause 49 (FORCE MAJEURE)), or a delay caused by County, including, without limitation, as a result of any County Alterations to be made by Lessor pursuant to Clause 13.G below (the "**Scheduled Delivery Date**"). Anytime hereinafter, the Building Work and Premises Work may collectively be referred to herein as the "**Work**." As used in this Lease, "**Substantial Completion**" or "**Substantially Completed**" means that the Work shall have been completed in accordance with the provisions of this Lease, Exhibit C, and any mutually approved plans and specifications (prepared in accordance with Exhibit C), such that the Premises may be fully occupied and ready for operation by County for the intended purposes, evidenced by signed off permits for such Work which have been issued in connection with such Work, subject to any "punch list" items, if any. Upon Substantial Completion, Lessor shall send County a "**Work Acceptance Letter**," attached hereto as Exhibit G. County shall approve and accept the Work by signing the Work Acceptance Letter, which may be subject to completion of items on a punch list, attached to the Work Acceptance Letter by County. County shall not be required to send back the Work Acceptance Letter until County is satisfied that the Work has reached Substantial Completion (other than punch list items, if any) pursuant to this Lease, in County's sole and reasonable discretion. The "**Final Completion Date**" means Lessor's completion of the Work as determined by County and as evidenced by the Work Acceptance Letter, and completion of the items set forth in the punch list (if any). The determination of whether the Final Improvement Date has occurred will be made in County's sole and reasonable discretion.

C. **County Remedies.** If the Final Improvement Date (as defined in Clause 13(B)) fails to occur on or prior to the Scheduled Delivery Date, other than as a result of an event of Force Majeure or a delay caused by County (including due to any County Alterations), after an additional thirty (30) days, Lessor shall be obligated to pay a penalty to County of five hundred dollars ($500.00) per day for the period starting thirty (30) days after the Scheduled Delivery Date through the day prior to the Final Completion Date as liquidated damages. The Parties agree that this amount is a reasonable and fair assessment of the County's damages in such a situation. County shall be entitled to pursue all available remedies at law or equity and pursuant to this Lease (as further defined in Clause 28 (DEFAULTS AND REMEDIES).

D. **Approvals.** All planning and architectural/design costs required to accomplish the Work shall be Lessor's responsibility and shall be approved by the Director of Administrative Services, OCIT. Such approvals will not be unreasonably withheld or delayed and if a written disapproval of any request by Lessor is not received within five (5) working days after submission, such request shall be deemed approved. Such approvals by the Director of Administrative Services, OCIT shall not relieve Lessor of the responsibility for complying with all applicable codes and construction requirements, nor of obtaining necessary permits or approvals from the authorities of proper jurisdiction.

E. **Punch List.** Upon Substantial Completion (as defined above) of the Work, Lessor shall request the Chief Information Officer approval and acceptance of such Work, which approval will not be unreasonably withheld or delayed. Said approval shall be manifested by letter from the Director of Administrative Services, OCIT (the Work Acceptance Letter) and may be subject to completion of items on a "punch list," which shall be generated by County and included in the Work Acceptance Letter. County shall not be required to send the Work Acceptance Letter until County is satisfied that the Work has reached Substantial Completion (other than punch list items, if any) pursuant to this Lease, in County's sole and reasonable discretion.

In the event County's approval and acceptance of the Work is given along with a punch list, Lessor shall complete all punch list items within twenty-one (21) days following receipt of the Work Acceptance Letter. Should the items on the punch list not be completed within twenty-one (21) days other than as a result of actions (or inactions) of County or events of Force Majeure, Lessor shall be obligated to pay a penalty to County of five hundred dollars ($500.00) per day for the period from the Scheduled Delivery Date through the Final Completion Date or County shall have the option to complete the Work and deduct the cost thereof, including labor, materials, and overhead from any Rent payable.

F. **Project Management Oversight.** County may, at County's option, select a project manager or construction manager, at County's sole discretion, cost and expense, to assist in County's oversight of the Work (the "**Project Manager**"). The Project Manager will represent the County's best interest during the construction of the Work to confirm that the Work is being performed pursuant to the terms of this Lease and will act as the liaison between Lessor and County in all items that are subject to approval by County as provided in Clause 13(D) above.

G. **County Alterations to Work.** Although the Premises will be delivered to County on a "turnkey" basis, the Parties agree that should County make alterations or revisions to the Work, ("**County Alterations**") and such County Alterations cause the cost of the Work to decrease, County will be entitled to a credit toward additional tenant improvements either concurrently with the Work, or as a credit toward future work which County may request of Lessor throughout the Term. County will reimburse Lessor for the cost of any County Alterations that cause the cost of the Work to increase in accordance with Clause 17 (COUNTY-REQUESTED ALTERATIONS) and the Scheduled Delivery Date shall be adjusted to take into account the additional time necessary to complete such County Alterations.

H. **Performance of Work.** Lessor agrees that any improvement being constructed by, or under the direction of, Lessor shall be constructed in substantial compliance with County approved plans pursuant to Exhibit C and if and to the extent applicable, in compliance with the requirements of California Public Contract Code Section 22000 *et seq.*, which requires those improvements to be constructed as if such improvements had been constructed under the direction and supervision, or under the authority, of County. In partial satisfaction of the requirements of Section 22000 *et seq.*, if applicable: (a) Lessor shall be required to secure the faithful performance of construction and completion of construction of the improvement by appropriate contractor's bonds as required by the California Public Contracts Code and shall require its contractor or contractors to pay

the prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work, as provided in Clause 29 (LABOR CODE COMPLIANCE) of this Lease; (b) Lessor shall publicly advertise for bids for such improvements, as provided in Orange County Codified Ordinances 1-8-1 *et seq*., and shall provide County a list of all bids received for the contract; and (c) thereafter, with the prior written approval of County as to the winning bid, Lessor shall award the contract or contracts for such improvements.

I. **Force Majeure Delay.** The occurrence of an event of Force Majeure (as defined in Clause 49 (FORCE MAJEURE) shall excuse the performance by that Party for a period equal to the prevention, delay or stoppage (except the obligations imposed with regard to the payment of Rent and other sums to be paid by County pursuant to this Lease), provided the affected Party gives the other Party notice within thirty (30) days of the event causing the prevention, delay or stoppage.

14. PAINTING BY LESSOR (2.3 SA) – *Intentionally Omitted*

15. CARPETING BY LESSOR (2.4 SA) – *Intentionally Omitted*

16. ALTERATIONS (2.5 SA)

County may make improvements and changes in the Premises, including, but not limited to, the installation of fixtures, partitions, counters, shelving, and equipment as deemed necessary or appropriate by the County in its discretion following the prior written notice to Lessor; provided, however that if such improvements or changes affect the common Building systems, the structural portions of the Building, or can be seen from the exterior of the Premises, then County shall obtain the prior written consent of Lessor (which shall not be unreasonably withheld, conditioned or delayed) prior to the performance of the same. County agrees that any improvements or changes in the Premises made by the County in accordance with this Clause 16, shall be, to the extent applicable, in compliance with all applicable laws, including but not limited to, the requirement of California Public Contract Code Section 22000, et seq., and shall require, to the extent applicable, its contractor or subcontractors to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work, as provided in Clause 29 (LABOR CODE COMPLIANCE) of this Lease. It is agreed that any such fixtures, partitions, counters, shelving, or equipment attached to or placed upon the Premises by County shall be considered as personal property of County, as defined below in Clause 32 (COUNTY PROPERTY), who shall have the right, but not the obligation, to remove same. County agrees that the Premises shall be left in as good condition as when received by County on the Substantial Completion Date, reasonable wear and tear exempted.

17. COUNTY-REQUESTED ALTERATIONS OR ADDITIONAL SERVICES (2.6 SA)

County through the Director of Administrative Services, OCIT, may, during the Term of the Lease, request Lessor to make improvements and changes to the Premises (**"County-Requested Alterations"**) and Lessor shall not unreasonably withhold, condition or delay its consent to any such request. All plans and working drawings for such County-Requested Alterations, as well as the final work, shall be subject to the written approval of Lessor and the Director of Administrative Services, OCIT.

Furthermore, County through the Director of Administrative Services, OCIT, may, during the Term request Lessor to provide Additional Services to the Premises. "**Additional Services**" are defined as any services and/or supplies requested by County to be provided by Lessor that are in addition to and outside the scope of

the Services completed by Lessor as such are defined in Clause 19 (REPAIR, MAINTENANCE, AND JANITORIAL SERVICES), below, and which Lessor reasonably agrees to provide.

All such County-Requested Alterations and any Additional Services requested by County shall be made by Lessor, at Lessor's sole cost, and reimbursed in a lump sum as Additional Rent by County upon receipt by County from Lessor of a written claim for such reimbursement.

County shall have the right to audit said claim and require additional reasonable supporting documentation from Lessor prior to making reimbursement payment. County shall evidence acceptance of such claim by written letter to Lessor. Such acceptance by County will not be unreasonably withheld or delayed. Once Lessor's claim has been accepted by County as complete and adequate, the claim amount shall be reimbursed by County to Lessor at the same time as the next scheduled monthly Rent payment following the date of written acceptance of said claim.

Lessor agrees that any County-Requested Alterations being constructed by, or under the direction of Lessor in accordance with this Clause 17, shall be constructed in substantial compliance with County approved plans and to the extent applicable, in compliance with Federal, California, city and local laws, including but not limited to, the requirement of California Public Contract Code Section 22000, et seq., and shall require, to the extent applicable, its contractor or subcontractors to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work, as provided in Clause 29 (LABOR CODE COMPLIANCE) of this Lease.

Following the written approval to let a contract for County-Requested Alterations in accordance with this Clause 17, Lessor shall, to the extent applicable, publicly advertise for bids for such improvements, as provided in Orange County Codified Ordinances 1-8-1 et seq. and shall provide County a list of all bids received for the contract. Thereafter, with the prior written approval of County as to the winning bid, Lessor shall award the contract or contracts for such County-Requested Alterations. County's approval of the bid shall be limited to the dollar value only, to ensure it is within County's budget.

18. ORANGE COUNTY TELECOMMUNICATIONS NETWORK (2.7 N)

Lessor agrees that County may install, at County's sole cost and expense, telecommunication devices in, on, or around the Premises and Building in accordance with the relevant and applicable County telecommunications network plans and specifications, provided that the provisions of Clause 16 (ALTERATIONS), shall be applicable to such work. It shall be County's responsibility to obtain all governmental permits and/or approvals required for such installation; however, Lessor shall reasonably cooperate with County as necessary or appropriate, to obtain said permits and/or approvals. Lessor does not represent that such approvals can be obtained. Additionally, County has the right to enter the Premises and/or Building common areas to maintain, repair or replace the County telecommunications network County's subcontractors have the right to enter the Premises and Lessor will coordinate and work with the County's subcontractors to ensure access to the Building common areas in order to maintain, repair or replace the County telecommunications network consistent with said contract between County and service provider. County may, in its discretion, remove any cabling, conveyance systems or cabling conduit installed by County. When the Lease is terminated, County reserves all rights to remove, in its discretion, any such telecommunication improvements from the Premises and/or Building.

19. REPAIR, MAINTENANCE, AND JANITORIAL SERVICES (2.8 N)

A. **Lessor Services.** Lessor shall provide, at its sole cost and expense (except as otherwise provided in this Lease) any and all necessary repair, maintenance and replacement for the Premises and Building (and systems therein) in good order, condition and repair and in compliance with all applicable laws, including, but not limited to, the replacement, repair and maintenance of the structural portions of the Building, the roof of the Building, the parking facilities and all Building systems including the Heating, Ventilation, Air Conditioning ("**HVAC**") system, the plumbing, electrical and mechanical systems, fire/life safety system, elevators, roof, paving, fire extinguishers, pest control, and whether capital or non-capital (the "**Services**"), and as may be set forth in Exhibit D, which is attached hereto and by reference made a part hereof. Upon request, Lessor shall provide County with a complete copy of the janitorial and any other contracts for Services of an ongoing nature. Any repairs or replacements performed by Lessor must be at least equal in quality and workmanship to the original work and be in accordance with all applicable laws and local permit regulations. The Services shall be made promptly to keep the Premises and the Building in the condition described in this Clause 19. Should Lessor default in its obligations under this clause, the County may exercise those remedies set forth in Clause 19(B) below.

B. **County Remedies**. If Lessor fails to provide the Services within fifteen (15) days after the Director of Administrative Services, OCIT provides written notice thereof to Lessor specifying any such default and affording Lessor such fifteen (15) day period to complete the cure of such default, provided, however, that if the cure cannot reasonably be completed within such time period, Lessor shall be afforded an additional reasonable amount of time to complete the cure, as long as Lessor commences the cure within such time period and diligently pursues same to completion, without limiting any available remedy to County (including, but not limited to, County Remedies as defined in Clause 28 (DEFAULTS AND REMEDIES)), then County may (upon delivery of a second written notice to Lessor and Lessor's lender, to the extent contact information for such lender has been provided in writing to County and such parties' failure to commence the cure within five (5) business days following the receipt of the second notice), at its sole discretion, perform or arrange for the performance of such Services, and deduct the cost thereof plus an administrative charge of ten percent (10%) of the cost from any Rent payable without further notice. In the event that Lessor fails to provide the required Services to the Premises sixty (60) days after the 15-day written noticeabove, and said failure results in a material interference with County's ability to conduct its business operations in the Premises, Lessor shall be obligated to pay a penalty to County of five hundred dollars ($500.00) per day until such Services are provided by Lessor.

C. **Warranties**. Lessor shall initiate at purchase, and keep in force, all standard manufacturers' warranties including extended warranties for all building equipment. When manufacturers' warranties for the HVAC, roof and elevator expire, Lessor will contract with an industry standard maintenance company ("**Vendor**") that specializes in the maintenance of such equipment (and for the roof) for regular and scheduled inspections as recommended by the manufacturer, and shall promptly authorize said Vendor to perform any and all reasonably required maintenance to the equipment and roof necessary to keep the same in good condition and repair. Lessor shall authorize Vendor(s) to provide County with copies of said report(s) upon County request. Should Lessor fail to comply with the provisions of this clause, County may exercise those remedies set forth in Clause 19(B) above.

In order for the County to comply with the California Code of Regulations, Title 8, Section 5142 ("**Regulation 5142**"), and as it may be subsequently amended, Lessor shall regularly inspect and maintain the HVAC system as required by Regulation 5142 and provide repair and maintenance accordingly. Inspections and maintenance of the HVAC system shall be documented in writing and Lessor shall retain such records for at least five (5) years. Lessor shall make all HVAC records required

by this section available to County for examination and copying, within forty-eight (48) hours of a written request. Lessor acknowledges that County may be subject to fines and/or penalties for failure to provide said records to regulatory agencies within the given timeframes. Should County incur fines and/or penalties as a direct result of Lessor's failure to provide said records to County in a timely manner and as set forth herein, Lessor shall reimburse County for said fines and/or penalties within thirty (30) days upon written notice. Should Lessor fail to reimburse County within thirty (30) days, County may deduct the amount of the fine and/or penalty from any Rent payable without further notice.

D. **HVAC System**. Air conditioning will be supplied to cause the temperature in the Premises and Building at a temperature consistent with other office buildings in Orange County, California, which are typically not less than **70°** F nor greater than **75°** F, during all Normal Business Hours as defined below in Clause 19(E) subject to Force Majeure.

E. **Normal Business Hours**. County acknowledges that the HVAC services to the Building shall operate only from 8:00 a.m. to 6:00 p.m. Monday through Friday and Saturday from 9:00 a.m. to 12:00 p.m., excluding governmental holidays ("**Normal Business Hours**"). A list of government holidays shall be provided to Lessor on a yearly basis upon request to County.

Notwithstanding the utilities provided during Normal Business Hours, Lessor shall provide HVAC services prior to the beginning of Normal Business Hours in order for the temperature parameters required by this Lease, above, to be met and maintained at the beginning and throughout Normal Business Hours. There shall be no extra utility charges for HVAC services prior to the beginning of Normal Business Hours.

F. **Emergency Services**. If County requires same day emergency repairs and/or services(services that are reasonably necessary to prevent imminent danger or catastrophic damage to persons or property ("**Emergency Services**")), and said Emergency Services are the responsibility of Lessor under Clause 19.A above, and either (i) Lessor cannot be reached at the email address and the telephone number provided below in Clause 58 (NOTICES), or (ii) if Lessor following such contact by County is unable or refuses to provide the necessary Emergency Services, then County may have the necessary repairs made and/or provide Emergency Services to remedy the emergency condition, and deduct the cost thereof, including labor, materials, and overhead from any Rent payable without further notice.

G. **Operations Shutdown.** Should County be forced to completely shut down its operations within the Premises and/or Building due to Lessor's failure to provide Services or Emergency Services required by this Clause 19 for a period of forty-eight (48) hours Lessor shall be responsible for the direct and actual cost to County of such shutdown and for replacement premises as necessary due to such shutdown. Should County incur costs as a result of a shutdown due to Lessor's failure to provide said Services and as set forth herein, Lessor shall reimburse County for said costs within thirty (30) days of written notice which shall include written documentation of said costs. Should Lessor fail to reimburse County within thirty (30) days, County may deduct the amount of the costs and/or replacement premises from any Rent payable without further notice.

20. UTILITIES (2.9 SA)

Lessor shall be responsible for and pay, prior to the delinquency date, all charges for utilities supplied to the Premises except telephone, which shall be the obligation of County. Should Lessor fail to provide, or pay for (prior to delinquency date), utility service to the Premises, County may provide such service and deduct the

cost thereof, including overhead, from any Rent payable. Lessor shall be responsible for any other costs, taxes, and/or assessments not provided for in this clause.

Should County require HVAC services at times other than during Normal Business Hours as defined in Clause 19(E) above, County shall pay Lessor a reimbursement equal to fifty dollars ($50.00) per hour for each hour HVAC services are used during times other than Normal Business Hours. Lessor shall provide County with a written statement of its monthly usage in the form of an invoice, which shall include a statement showing the date, time, location and duration of such usage, along with a summary of the County's monthly charges. County shall pay Lessor for excess usage with the following month's Rent.

21. INSURANCE (3.0 N)

Commercial Property Insurance: Lessor shall obtain and keep in force during the term of this Lease a policy or policies of commercial property insurance written on ISO form CP 00 10 10 12, or a substitute form providing coverage at least as broad, with all risk or special form coverage, covering the loss or damage to the Premises to the full insurable value of the improvements located on the Premises (including the full value of all improvements and fixtures owned by Lessor) at least in the amount of the full replacement cost thereof, and in no event less than the total amount required by any lender holding a security interest.

Lessor agrees to and shall include in the policy or policies of commercial property insurance a standard waiver of the right of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees by the insurance company issuing said policy or policies. Lessor shall provide the County of Orange with a Certificate of Insurance as evidence of compliance with these requirements. Lessor shall deposit the Certificate of Insurance with CEO Real Estate, consistent with the Notice clause, through electronic correspondence on or before the Effective Date of this Lease and annually throughout the Term, as necessary to: insurance.ceore@ocgov.com

Commercial General Liability Insurance: Lessor shall obtain and keep in force during the term of this Lease a policy or policies of commercial general liability insurance covering all injuries occurring within the building and the Premises. The policy or policies evidencing such insurance shall provide the following:

A. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a from at least as broad naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as an additional insured, or provide blanket coverage which will state, ***AS REQUIRED BY WRITTEN AGREEMENT***;

B. A primary and non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Lessor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

C. Lessor shall provide thirty (30) days prior written notice to County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to the non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation or non-renewal may constitute a material breach of the Lease, upon which the County may suspend or terminate this Lease, upon delivery of a ten (10) day written notice to Lessor; provided, that Lessor shall have the right to rescind the County's termination of this Lease by delivery of evidence of the insurance required of Lessor under this Clause prior to the effective date of such termination.

D. Shall provide limits of no less than One Million Dollars ($1,000,000) per occurrence with a Two Million Dollars ($2,000,000) aggregate; and

E. 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).**

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.

Prior to the Commencement Date of this Lease and upon renewal of such policies, Lessor shall submit to County a Certificate of Insurance and required endorsements as evidence that the foregoing policy or policies are in effect.

County's Insurance

County shall provide a program of self-insurance at its own expense for its liability exposures including Commercial General Liability with a minimum limit of $1,000,000 per occurrence and a $2,000,000 aggregate, Auto Liability with a minimum limit of $1,000,000 per occurrence, , Workers Compensation with statutory limit and Employers' Liability with a $1,000,000 limit. Evidence of the County's self-insurance shall be provided upon request, with Lessor named as Indemnified Parties on the County's program of self-insurance.

22. INDEMNIFICATION (3.1 SA)

Lessor hereby agrees to indemnify, hold harmless, and defend County, its elected and appointed officials, officers, agents, employees, and those special districts and agencies which the Board of Supervisors acts as the governing board, with counsel approved by County, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of Lessor's ownership, maintenance, or use of the Premises , except for liability arising out of the negligence of County, its elected and appointed officials, officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event County is named as co-defendant, Lessor shall notify County of such fact and shall represent County, with counsel approved by County, in such legal action unless County undertakes to represent itself as co-defendant in such legal action, in which event Lessor shall pay County's litigation costs, expenses and attorneys' fees. In the event judgment is entered against County and Lessor because of the concurrent negligence of County and Lessor, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.

County hereby agrees to indemnify, hold harmless, and defend Lessor, its officers, agents, and employees, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of County's use of the Premises, except for liability arising out of the negligence of Lessor, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom.

23. TOXIC MATERIALS (3.2 SA)

County hereby warrants and represents that County will comply with all laws and regulations relating to the storage, use and disposal of hydrocarbon substances and hazardous, toxic or radioactive matter, including, but not limited to, those materials identified in Title 26 of the California Code of Regulations (collectively "**Toxic Materials**"). County shall be responsible for and shall indemnify and hold Lessor, its officers, directors, employees, agents, and representatives, harmless from and against all claims, costs and liabilities, including attorneys' fees and costs arising out of or in connection with the storage, use, and disposal of Toxic Materials on the Premises by County. If the storage, use, and disposal of Toxic Materials on the Premises by County results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination, County shall promptly take any and all action necessary to clean up such contamination.

Likewise, Lessor hereby warrants and represents that Lessor has in the past and will hereafter comply with all laws and regulations relating to the storage, use and disposal of Toxic Materials. If the previous, current and future storage, use, and disposal of Toxic Materials on the Premises by Lessor results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination (and such violation does not arise out of any acts or omissions of County, its agents, employees or contractors), Lessor shall promptly take any and all action necessary to clean up such contamination.

24. BUILDING AND SAFETY REQUIREMENTS (3.3 N)

During the Term and Extension Term(s) of this Lease, Lessor, at Lessor's sole cost, agrees to maintain the Premises in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders as they are applicable on the date of this Lease, and as they may be subsequently amended, including but not limited to the California Building Code, Title 24, Seismic Code, Fire and Life Safety requirements and, if applicable, California Green Building Standard Code but only to the extent required by any governmental authority with jurisdiction thereof; provided, if any work is required to comply with any such laws, rules, regulations, building codes, statutes, and orders as a result of County's specific use of the Premises (for other than office use) or any alterations made by County or the placement of County's furniture, fixtures or equipment by County, then such work shall be performed by Lessor at the sole cost and expense of County.

Included in this provision is compliance with the Americans with Disabilities Act ("**ADA**") and all other federal, state, and local codes, statutes, and orders relating to disabled access as they are applicable on the dates of this Lease, and as they may be subsequently amended and all regulations issued by the U. S. Attorney General or other agencies under the authorization of the ADA. However, Lessor shall not be responsible for any ADA violations resulting from alterations made by County or the placement of County's furniture, fixtures or equipment by County.

Lessor shall use commercially reasonable efforts to repair and maintain the Premises as a "safe place of employment," as defined in the California Occupational Safety and Health Act (California Labor Code, Division 5, Part 1, Chapter 3, beginning with Section 6400) and the Federal Occupational Safety and Health Act, where the provisions of such Act exceed, or supersede, the California Act, as the provisions of such Act are applicable on the date of this Lease, and as they may be subsequently amended. County agrees to notify Lessor of any repair or maintenance necessary within the Premises or Building to comply with such Act and Lessor agrees to diligently act to repair or maintain appropriately so long as such repair or maintenance of the Premises is a Lessor expense as defined in Clause 19(A) (REPAIR MAINTENANCE, AND JANITORIAL SERVICES) above. In the event that such repair or maintenance is necessary and is the result of County

negligence, provided that County approves a work order with associated expense estimate (which approval shall not be unreasonably withheld, conditioned or delayed), Lessor agrees to perform such repair or maintenance and County agrees to reimburse Lessor within thirty (30) days.

In the event Lessor neglects, fails, or refuses to maintain said Premises as aforesaid, within thirty (30) days after receipt of written notice from County notifying Lessor of such neglect, failure or refusal to maintain, then County may, notwithstanding any other termination provisions contained herein:

A. Thirty (30) days following Lessor's receipt of a second written notice of such neglect, failure or refusal from County, County may terminate this Lease with written notice to the Lessor; or

B. At County' s sole option, cure any such default by performance of any act, including payment of money, and subtract the actual cost thereof plus reasonable administrative costs (ten percent (10%) from the Rent.

Lessor agrees to reimburse and indemnify, and defend County for any actual expenses incurred because of the failure of the Premises to conform with any and all applicable laws, rules, regulations, building codes, statutes, and orders (excluding any actual expense directly caused by County changing the use within the Premises from general office to non-office) , including the costs of making any alterations, renovations, or accommodations required by the ADA, or any governmental enforcement agency, or any court, any and all fines, civil penalties, and damages awarded against County resulting from a violation or violations of the above-cited laws, rules, regulations, building codes, statutes, and orders and regulations, and all reasonable legal expenses incurred in defending claims made under the above-referenced laws, rules, regulations, building codes, statutes, and orders, including reasonable attorneys' fees. Should Lessor fail to comply with the provisions of this Clause, the County may also exercise those remedies set forth in Clause 19(B) (REPAIR MAINTENANCE, AND JANITORIAL SERVICES).

25. ASSIGNMENT AND SUBLETTING (3.4 SA)

A. **General**. County shall not assign this Lease or sublet the Premises in whole or in part without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall respond in writing to County's request to assign this Lease or sublet all or any portion of the Premises within twenty (20) days of County 's request. In the event Lessor withholds consent to any such request by County, Lessor shall provide reasonable details of its reason for such withholding of consent. In the event Lessor fails to timely respond to County's request, Lessor shall be deemed to have approved such request. County hereby waives the provisions of Section 1995.310 of the California Civil Code, or any similar or successor Laws, now or hereinafter in effect, and all other remedies, including, without limitation, any right at law or equity to terminate this Lease, on its own behalf and, to the extent permitted under all applicable Laws, on behalf of the proposed transferee.

B. **Justifications for Withholding Consent**. By way of example and not limitation, Lessor shall be deemed to have reasonably withheld consent to a proposed assignment or sublease if in Lessor's reasonable opinion (i) the Premises are or may be in any way materially adversely affected thereby; (ii) the business reputation of the proposed assignee or subtenant is unacceptable; or (iii) the financial worth of the proposed assignee or subtenant is insufficient to meet the obligations of the subject sublease or assignment. Notwithstanding anything to the contrary contained herein, in no event shall it be reasonable for Lessor to withhold its consent on the basis that there is vacancy in the Building or

based on the fact that the proposed assignee or sublessee currently leases space in the Building or has been or is currently in negotiations with Lessor to lease space at the Building.

C. **Excess Profit**. If County shall make any assignment or sublease, with Lessor's consent, for a rental in excess of the rent payable under this Lease, Lessor shall not be entitled to any of such excess which shall be held by County.

26. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE (3.5 SA)

This Lease and all rights of the County hereunder are subject and subordinate to any mortgage or deed of trust which does now or may hereafter cover the Premises or any interest of Lessor therein, and to any and all advances made on the security thereof, and to any and all increases, renewals, modifications, consolidations, replacements and extensions of any such mortgage or deed of trust except, insofar as County is meeting its obligations under this Lease, any foreclosure of any mortgage or deed of trust shall not result in the termination of this Lease or the displacement of County.

In the event of transfer of title of the Premises, including any proceedings brought for foreclosure or in the event of the exercise of the power of sale under any mortgage or deed of trust, or by any other transfer of title covering the Premises, County shall attorn to and recognize any subsequent title holder as the Lessor under all terms, covenants and conditions of this Lease. County's possession of the Premises shall not be disturbed by the Lessor, or its successors in interest, and this Lease shall remain in full force and effect. Said attornment shall be effective and self-operative immediately upon succession of the current title holder, or its successors in interest, to the interest of Lessor under this Lease.

Notwithstanding the above, Lessor has obtained and delivered to County a *Subordination, Attornment and Non-Disturbance Agreement* from Lessor's Lender attached hereto and by this reference made apart hereof as Exhibit E. Lessor shall require all future lenders on the Premises, upon initiation of their interest in the Premises or within a reasonable time thereafter, to enter into a *Subordination, Attornment and Non-Disturbance Agreement* with County, thereby insuring County of its leasehold interests in the Premises. Said *Subordination, Attornment and Non-Disturbance Agreement* shall be in the form attached hereto as Exhibit E or in such other form reasonably approved by the Chief Information Officer, the Chief Real Estate Officer and County Counsel. Accordingly, notwithstanding anything to the contrary herein, County's obligation to enter into an agreement to subordinate its interest under this Lease to a lien or ground lease not in existence as of the date of this Lease shall be conditioned upon the holder of such lien, or a ground Lessor, as applicable, confirming in writing and substantially in the form of County's standard form *Subordination, Attornment and Non-Disturbance Agreement* that County's leasehold interest hereunder shall not be disturbed so long as no County Default exists under this Lease.

Foreclosure shall not extinguish this Lease, and any lender or any third party purchasing the Premises at foreclosure sale shall do so subject to this Lease and shall thereafter perform all obligations and be responsible for all liabilities of the Lessor under the terms of this Lease.

Upon default by Lessor of any note or deed of trust, County may, at its option, make all lease payments directly to Lender, and same shall be applied to the payment of any and all delinquent or future installments due under such note or deed of trust.

27. ESTOPPEL CERTIFICATE (3.6 SA)

County agrees that the Director of Administrative Services, OCIT shall furnish upon receipt of a written request

from Lessor or the holder of any deed of trust or mortgage covering the Premises or any interest of Lessor therein ("**Lessor Representative**"), County's standard form *Estoppel Certificate* (consistent with the form attached hereto in Exhibit F) containing information as to the current status of the Lease. Said standard form *Estoppel Certificate* shall be completed by County in a timely manner, shall be approved by Chief Real Estate Officer and County Counsel.

28. DEFAULTS AND REMEDIES (3.7 SA)

A. County Default:

County shall be deemed in default of this Lease if: a) in the event of any monetary breach of this Lease by County, Lessor shall notify County in writing of such breach, and County shall have ten (10) days from such notice in which to cure said breach or b) in the event of any non-monetary breach of this Lease, County fails within fifteen (15) days after receipt by County of written notice specifying wherein such obligation of County has not been performed; provided however, that if the nature of County's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then County shall not be in breach of this Lease if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a "**County Default**").

B. Lessor Default:

Lessor shall be deemed in breach of this Lease if: a) in the event of any monetary breach of this Lease by Lessor, County shall notify Lessor in writing of such breach, and Lessor shall have ten (10) days from such notice in which to cure said breach or b) in the event of any non-monetary breach of this Lease, Lessor fails within fifteen (15) days after receipt by Lessor of written notice specifying wherein such obligation of Lessor has not been performed; provided however, that if the nature of Lessor's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then Lessor shall not be in breach of this Lease if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a "**Lessor Default**").

C. County Remedies:

If the Lessor Default is a result of a monetary breach by Lessor in the payment of any amounts due hereunder, County may withhold such amount from the next scheduled Rent payment. County's remedies as the result of Lessor Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.

D. Lessor Remedies:

If the County Default is a result of a monetary breach by County in the payment of the Rent, pursuant to Clause 9 (RENT), Lessor may declare all rent payments to the end of County's current fiscal year to be due, including any delinquent rent from prior budget years. However, in no event shall Lessor be entitled to a remedy of acceleration of the total rent payments due over the Term of this Lease. Lessor's remedies as the result of County Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.

29. LABOR CODE COMPLIANCE (3.8 SA)

Lessor acknowledges and agrees that the Work to be performed by Lessor as a condition precedent to the Commencement Date of the Term of this Lease and any County Requested Alterations performed by Lessor at the request of County shall be governed by, and performed in accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq.), as applicable. These provisions may be applicable to improvements or modifications costing more than $1,000, unless an exception applies, including but not limited to the exception to the definition of public works under § 1720.2.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, Lessor shall comply with the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality applicable to this Lease for each craft, classification, or type of workman needed to execute the aforesaid improvements or modifications. The rates are available at the following website: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm from the Director of the State Department of Industrial Relations. Lessor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates at all times for all improvements or modifications to be completed for County within the Premises. Lessor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

As required by applicable law, Lessor shall maintain payroll records for all workers that will be assigned to the improvements or modifications. Said payroll records shall contain, but not be limited to, the complete name, address, telephone number, social security number, job classification, and prevailing wage rate for each worker. Upon request, Lessor shall provide the Director of Administrative Services, OCIT, with updated, certified payroll records for all workers that shall include, but not be limited to, the weekly hours worked, prevailing hourly wage rates, and total wages paid.

Except as expressly set forth in this Lease, nothing herein is intended to grant authority for Lessor to perform improvements or modifications on space currently leased by County or for which County has entered into a lease or lease amendment.

30. RIGHT TO WORK AND MINIMUM WAGE LAWS (3.9 N)

In accordance with the United States Immigration Reform and Control Act of 1986, Lessor shall require its employees that directly or indirectly service the Premises or this Lease, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. If applicable, under the United States Immigration Reform and Control Act of 1986, Lessor shall also require and verify that its contractors or any other persons servicing the Premises or terms and conditions of this Lease, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, Lessor shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the Premises, in any manner whatsoever. If applicable, under the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, Lessor shall require and verify that all its contractors or other persons servicing the Premises on behalf of the Lessor also pay their employees no less than the greater of the Federal or California Minimum Wage.

If applicable, Lessor shall comply and verify that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the Premises or terms and conditions of this Lease.

Notwithstanding the minimum wage requirements provided for in this clause, Lessor, where applicable, shall comply with the prevailing wage and related requirements, as provided for in Clause 29 (LABOR CODE COMPLIANCE) of this Lease.

31. DEBT LIMIT (4.0 SA)

Lessor acknowledges and agrees that the obligation of the County to pay rent under this Lease is contingent upon the availability of County funds which are appropriated or allocated by the County's Board of Supervisors for the payment of rent hereunder. In this regard, in the event that this Lease is terminated due to an uncured default of the County hereunder, Lessor may declare all rent payments to the end of County's current fiscal year to be due, including any delinquent rent from prior budget years. In no event shall Lessor be entitled to a remedy of acceleration of the total rent payments due over the Term of the Lease. The Parties acknowledge and agree that the limitations set forth above are required by Article 16, section 18, of the California Constitution. Lessor acknowledges and agrees that said Article 16, section 18, of the California Constitution supersedes any law, rule, regulation or statute, which conflicts with the provisions of this paragraph. Notwithstanding the foregoing, Lessor may have other rights or civil remedies to seek relief due to the County's Default under the Lease.

32. COUNTY PROPERTY (4.1 SA)

All trade fixtures, merchandise, inventory, telecommunications equipment, supplemental air conditioning equipment and all personal property placed in or about the Premises by, at the direction of or with the consent (express or implied) of the County, its employees, agents, licensees or invitees, shall be at the sole risk of the County, and Lessor shall not be liable for any loss of or damage to said property resulting from any cause whatsoever unless such loss or damage is the result of Lessor's negligence or willful misconduct and not otherwise waived pursuant to Clause 33 (LESSOR'S RIGHT OF ENTRY) below. Lessor hereby waives any and all lien rights, whether statutory or common law or established pursuant to this Lease, that Lessor may have as "landlord" with respect to any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of County presently or which may hereafter be situated within the Premises.

33. LESSOR'S RIGHT OF ENTRY (4.2 SA)

Upon reasonable verbal notice (which shall not be less than forty-eight (48) hours) to County (except in an emergency [which shall mean immediate risk of injury to person or property] in which case no notice shall be required, provided that Lessor shall first call County) and in the presence of County, Lessor, its agents, employees and contractors and any mortgagee of the Premises shall have the right to enter the Premises during regular business hours (a) to inspect the Premises; (b) to exhibit the Premises to prospective tenants during the last six (6) months of Term or any Extension Term, as applicable, or any time County is in material default hereunder, or purchasers of the Premises; (c) for any purpose which Lessor shall deem necessary for the operation and maintenance of the Premises; and (d) to abate any condition which constitutes a violation of any covenant or condition of this Lease.

34. SIGNAGE (4.3 SA)

Lessor agrees to allow County to install and maintain any sign or display upon or in front of the Premises and/or Building. Such signage shall comply with all applicable laws and zoning and site plan requirements.

35. AUTHORITY (4.4 SA)

The persons executing the Lease below on behalf of County or Lessor warrant that they have the power and authority to bind County or Lessor to this Lease.

36. LEASE ORGANIZATION (4.5 SA)

The various headings in this Lease, the numbers thereof, and the organization of the Lease into separate sections and paragraphs are for purposes of convenience only and shall not be considered otherwise.

37. SUCCESSORS IN INTEREST (4.6 N)

Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties hereto, all of whom shall be jointly and severally liable hereunder. Notwithstanding the foregoing, in the event Lessor transfers its interest in the Premises or the Building, Lessor shall be released from liability hereunder which accrues after the date of such transfer, provided that the transferee has assumed all of Lessor's rights and obligations.

38. AMENDMENT (4.7 SA)

This Lease sets forth the entire agreement between Lessor and County and any modification must be in the form of a written amendment.

39. PARTIAL INVALIDITY (4.8 SA)

If any term, covenant, condition, or provision of this Lease 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.

40. WAIVER OF RIGHTS (4.9 SA)

The failure of Lessor or County to insist upon strict performance of any of the terms, conditions, and covenants in this Lease shall not be deemed a waiver of any right or remedy that Lessor or County may have and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, and covenants herein contained.

41. HOLDING OVER (5.0 SA)

In the event County shall continue in possession of the Premises after the Term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Lease.

42. EARTHQUAKE SAFETY (5.1 SA)

Lessor hereby confirms that to Lessor's actual knowledge, the Premises was in compliance with all applicable seismic safety regulations and building codes at the time of construction.

43. QUIET ENJOYMENT (5.2 SA)

Lessor agrees that, subject to the terms, covenants and conditions of this Lease, County may, upon observing and complying with all terms, covenants and conditions of this Lease, peaceably and quietly occupy the Premises.

44. ADMINISTRATIVE COSTS (5.3 SA)

Lessor shall compensate County for the administrative costs absorbed by County which occur as a result of negotiating and administering documents (i.e., Non-Disturbance and Attornment Agreements and Estoppel Certificates) ninety (90) days after the commencement of this Lease if required to satisfy Lessor's Lender whether or not said Lender decides to grant a loan to Lessor. Said compensation amount shall be determined by multiplying the hourly rate of the Chief Information Officer staff by the number of hours spent to negotiate, prepare and execute said documents and shall be paid to County within thirty (30) days of Lessor's receipt of County's invoice for said administrative services. Should Lessor fail to compensate County within said thirty (30) days, County has the option to deduct the amount from Rent payable.

45. GOVERNING LAW AND VENUE (5.4 SA)

This agreement 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 agreement, 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.

46. ATTORNEYS' FEES (5.5 SA)

In the event of a dispute between Lessor and County concerning claims arising out of this Lease, or in any action or proceeding brought to enforce or interpret any provision of this Lease or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

47. TIME (5.6 SA)

Time is of the essence of this Lease.

48. INSPECTION OF PREMISES BY A CERTIFIED ACCESS SPECIALIST (5.7 SA)

In accordance with California Civil Code 1938(e), "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or Lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of

making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

Pursuant to California Civil Code 1938, Lessor hereby represents that the Premises has not undergone an inspection by a certified access specialist and no representations are made with respect to compliance with accessibility standards. However, if it is determined that a violation of handicapped access laws (including the Americans with Disabilities Act) existed at the Premises as of the Commencement Date, Lessor shall correct such non-compliance at Lessor's cost.

49. FORCE MAJEURE (5.8 SA)

For purposes of this Lease, the term "**Force Majeure**" means any of the following events which are beyond the control of either Party: act of God, unavailability of equipment or materials (but only if such equipment and materials were ordered in a timely fashion), enemy or terrorist act, act of war, riot or civil commotion, strike, lockout or other labor disturbance, fire, earthquake, explosion, governmental delays (including nonstandard delays in issuance of any permit or other necessary governmental approval or the scheduling of any inspections or tests), nonstandard delays by third party utility providers, or any other matter of any kind or character beyond the reasonable control of the Party delayed or failing to perform under this Lease despite such Party's best efforts to fulfill the obligation. "**Best Efforts**" includes anticipating any potential force majeure event and addressing the effects of any such event (a) as it is occurring and (b) after it has occurred, to prevent or minimize any resulting delay to the greatest extent possible. Force Majeure shall not include inability to obtain financing or other lack of funds. Lessor and County shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by Force Majeure.

50. CONDEMNATION (5.9 SA)

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively, "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If all or a material portion of the rentable area of the Premises are taken by Condemnation, County may, at County's option, to be exercised in writing within ten (10) days after Lessor shall have given County written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. Lessor shall also have the right to terminate this Lease if there is a taking by Condemnation of any portion of the Building or property which would have a material adverse effect on Lessor's ability to profitably operate the remainder of the Building. If neither Party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken or for severance damages.

51. CONSENT OR APPROVAL (6.0 SA)

Unless expressly stated otherwise, where the consent or approval of a Party is required, such consent or approval will not be unreasonably withheld, conditioned or delayed.

52. UNENFORCEABLE PROVISIONS (6.1 SA)

If any paragraph or clause hereof shall be determined illegal, invalid or unenforceable, it is the express intention of the Parties hereto that the remainder of the Lease shall not be affected thereby, and it is also the express intentions of the Parties hereto that in lieu of each paragraph or clause of this Lease which may be determined to be illegal, invalid or unenforceable, there may be added as a part of this Lease a paragraph or clause as similar in terms to such illegal or invalid or unenforceable paragraph or clause as may be possible and may be legal, valid and enforceable.

53. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (6.2 SA)

If either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of Force Majeure as defined above in Clause 49 (FORCE MAJEURE), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Financial inability shall not be considered a circumstance excusing performance under this Lease.

54. STATE AUDIT (6.3 SA)

Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Lease involves expenditures and/or potential expenditures of State funds aggregating in excess of ten thousand dollars ($10,000), Lessor shall be subject to the examination and audit of the Auditor General of the State of California for a period of three years after final payment by County to Lessor under this Lease. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

55. DESTRUCTION OF OR DAMAGE TO PREMISES (6.4 N)

"**Partial Destruction**" of the Premises shall mean damage or destruction to the Premises, for which the repair cost is less than twenty-five percent (25%) of the then replacement cost of the Premises (including tenant improvements), excluding the value of the land.

"**Total Destruction**" of the Premises shall mean damage or destruction to the Premises, for which the repair cost is twenty-five percent (25%) or more of the then replacement cost of the Premises (including tenant improvements), excluding the value of the land.

In the event of a Partial Destruction of the Premises, Lessor shall immediately pursue completion of all repairs necessary to restore the Premises to the condition which existed immediately prior to said Partial Destruction. Said restoration work (including any demolition required) shall be completed by Lessor, at Lessor's sole cost, within sixty (60) days of the occurrence of said Partial Destruction or within an extended time frame as may be authorized, in writing, by County. The Partial Destruction of the Premises shall in no way render this Lease and/or any option to purchase, granted herein, null and void; however, rent payable by County under the Lease shall be abated in proportion to the extent County's use and occupancy of the Premises is adversely affected by said Partial Destruction, demolition, or repair work required thereby. Should Lessor fail to complete necessary repairs, for any reason, within sixty (60) days, or other time frame as may be authorized by County, County may, at County's sole option, terminate the Lease or complete necessary repair work and deduct the cost thereof, including labor, materials, and overhead from any rent thereafter payable.

In the event of Total Destruction of the Premises or the Premises being legally declared unsafe or unfit for occupancy, this Lease and/or any option granted herein shall in no way be rendered null and void and Lessor shall immediately instigate action to rebuild or make repairs, as necessary, to restore the Premises (including replacement of all tenant improvements) to the condition which existed immediately prior to the destruction. All rent payable by County shall be abated until complete restoration of the Premises is accepted by County. In the event Lessor refuses to diligently pursue or is unable to restore the Premises to an occupiable condition (including replacement of all tenant improvements) within 180 days of the occurrence of said destruction or within an extended time frame as may be authorized, in writing, by County, County may, at County's sole option, terminate this Lease or complete the restoration and deduct the entire cost thereof, including labor, materials, and overhead from any rent payable thereafter.

Further, Lessor, at County's request and subject to availability, shall provide a suitable, County-approved temporary facility ("**Facility**") for County's use during the restoration period for the Premises. The Facility may be leased, at market rate, under a short-term lease, for which the County will reimburse Lessor the cost thereof, on a monthly basis.

Notwithstanding the foregoing provisions of this Clause 55 to the contrary, Lessor and County shall each have the right to terminate this Lease, exercisable by notice to the other Party within one hundred and twenty (120) days after the damage or destruction, if the Premises or the Building sustains Total Destruction or the Premises is legally declared unsafe or unfit for occupancy during the last twelve (12) months of the Term.

56. SECURITY SERVICES (6.5 SA)

During the Term (as the same may be extended), County may, at its sole cost and expense, engage its own security personnel to provide security to the Premises and to County's employees, personnel, agents, licensees and/or invitees going to and from the Premises. Such security personnel shall be solely for the benefit of County and shall not be relied on by Lessor. County shall indemnify, defend and hold Lessor harmless from any third-party claim (including reasonable legal defense costs) arising from or in connection with County's security personnel being present at the Premises or Building.

57. COMMISSION (6.6 SA)

County's obligations and responsibilities under this Lease are contingent upon the Lessor paying to County's broker, Jones Lang LaSalle, a commission in connect with this lease transaction. Said commission shall be paid to Jones Lang LaSalle within thirty (30) working days after execution of this Lease by County consistent with a separate agreement between Lessor and Jones Lang LaSalle.

Should Jones Lang La Salle not receive the above amount within the specified time period, County may terminate this Lease without further obligation to Lessor or County may deduct any unpaid amount from future Rent.

58. NOTICES (6.7 SA)

All written notices pursuant to this Lease shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed received upon personal delivery, delivery by electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

To: Lessor

Milan OFC, LLC
c/o Milan Capital Management, Inc.
701 S. Parker Street, Suite 5200
Orange, CA 92868
Attn: Property Management
E-Mail: rod@milancap.com

With a copies to:

c/o Tivoli Capital, Inc.
701 S. Parker Street, Suite 5300
Orange, CA 92868
Attn: Saeed Dheda
E-Mail: saeed@milanprop.com

And

Kennerly, Lamishaw & Rossi LLP
707 Wilshire Boulevard, Suite 1400
Los Angeles, CA 90017
Attn: William J. Birney, Esq.
E-Mail: wbirney@klrfirm.com

Contact for Emergency Services
(Clause 19.F EMERGENCY
SERVICES):

Attn: Rod Valverde
E-Mail: rod@milancap.com
Telephone: (714) 851-5103

To: County

County of Orange
Orange County Information Technology
721 South Parker Street
Orange, CA 92868
Attn: Chief Information Officer
[E-Mail: kc.roestenberg@ocit.ocgov.com]

With a copy to:

County of Orange, CEO Real Estate
400 West Civic Center Drive, 5th Floor
Santa Ana, CA 92701
Attention: Chief Real Estate Officer
[E-Mail: thomas.miller@ocgov.com]

In regards to insurance, Lessor shall ensure that any and all insurance related mail includes the Lease number and project name and Lessor shall mail all insurance certificates and insurance related correspondence to: insurance.ceore@ocgov.com.

59. ATTACHMENTS (6.8 S)

This Lease includes the following, which are attached hereto and made a part hereof:

I. EXHIBITS

Exhibit A – Description of Premises
Exhibit B – Depiction of Premises
Exhibit C – Work Letter (The Work, County Improvements and Performance Specifications)
Exhibit D – Janitorial Specifications
Exhibit E – Form of Subordination, Attornment and Non-Disturbance Agreement

Exhibit F – Form of Estoppel Certificate
Exhibit G - Work Acceptance Letter

[SIGNATURES APPEAR ON THE IMMEDIATELY FOLLOWING PAGES.]

This Lease may be executed in one or more electronic or original counterparts, each of which will be deemed an original signature but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: Lauren Kramer
Deputy

RECOMMENDED FOR APPROVAL:

ORANGE COUNTY INFORMATION TECHNOLOGY

By: _____
Chief Information Officer

COUNTY EXECUTIVE OFFICE

By: _____
Real Estate Manager

LESSOR:

MILAN OFC, LLC,
a Delaware limited liability company

By: Milan Capital Management, Inc.,
a California corporation,
Its Managing Agent

By: _____
Christopher Nichelson
President

COUNTY

COUNTY OF ORANGE

By: _____
Thomas A. Miller, Chief Real Estate Officer
County Executive Office Per Minute Order dated
8/22/2023 of the Board of Supervisors

Date:_____

EXHIBIT A

DESCRIPTION OF PREMISES

PROJECT NO: CEO/ALS/CEO-023-013
PROJECT: 721 South Parker Street, Orange

DATE: June 22, 2023
VERIFIED BY: Casey Czapski

All the Premises shown crosshatched on a plot plan marked Exhibit B, attached hereto and made a part hereof, being approximately 24,658 RSF of office space located on the second (2nd) floor of that certain three-story building located at 721 South Parker Street, in the city of Orange, County of Orange, State of California, together with non-exclusive, in common use of elevators, stairways, washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, other facilities and common areas appurtenant to the Premises and the free use of surface and reserved parking spaces in the parking lot.

NOT TO BE RECORDED

EXHIBIT B

PRELIMINARY DEPICTION OF PREMISES
FLOOR PLAN

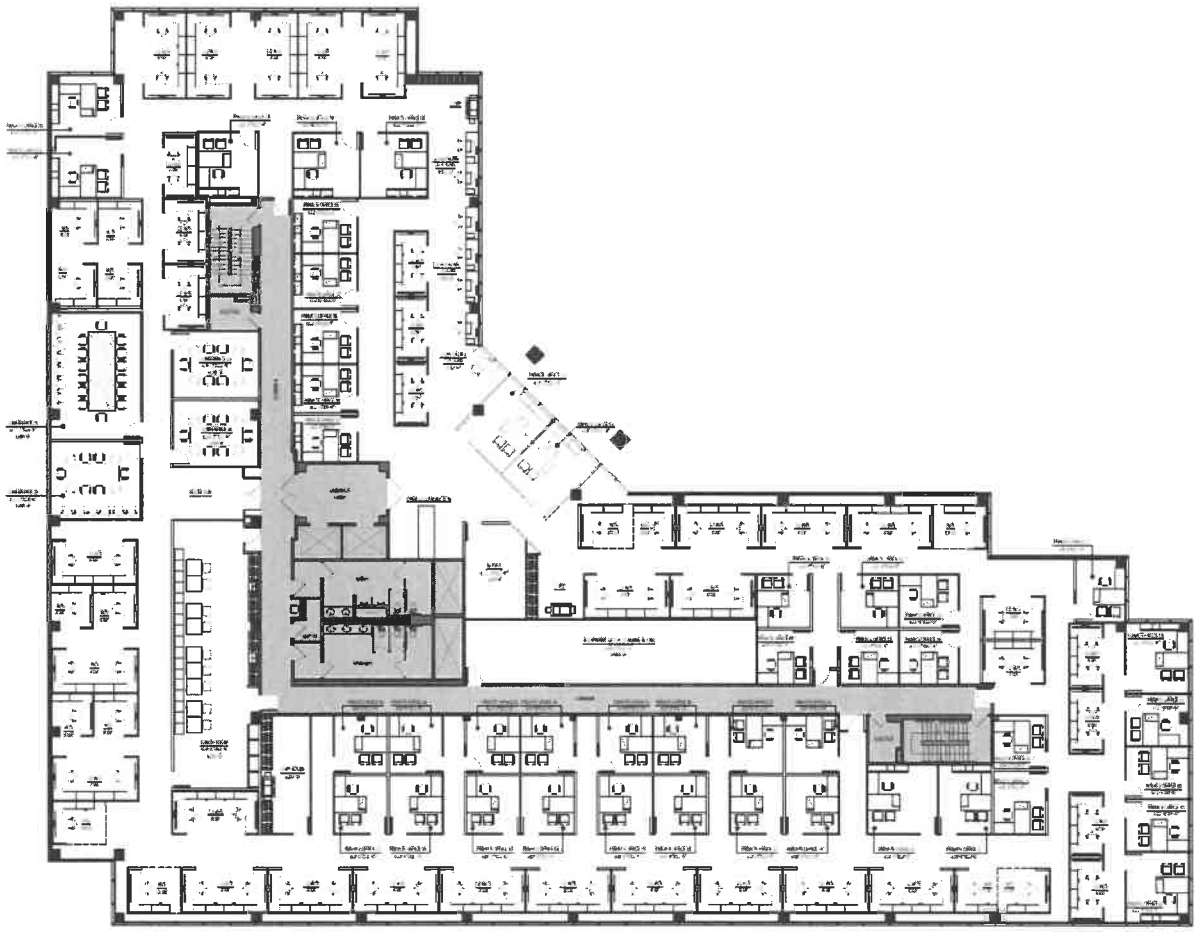


EXHIBIT C

WORK LETTER

THE WORK, COUNTY IMPROVEMENTS AND PERFORMANCE SPECIFICATIONS

This Work Letter shall supplement the terms and conditions relating to the construction of the Work in the Premises as set forth in Clause 13 (CONSTRUCTION) of the Lease. If any conflict arises between this Exhibit C and the Lease, the terms and conditions of the Lease shall prevail. This Work Letter is essentially organized chronologically and addresses the issues of the construction, in sequence, as such issues will arise during the actual construction of the Premises. All references in this Work Letter to Clauses or Sections of "this Lease" or "the Lease" shall mean the relevant portion of Clauses 1 through 59 of the Lease to which this Work Letter is attached as Exhibit C and of which this Work Letter forms a part, and all references in this Work Letter to Sections of "this Work Letter" shall mean the relevant portion of Sections 1 through 6 of this Work Letter. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

SECTION 1. - CONSTRUCTION DRAWINGS FOR THE PREMISES WORK

Space Plan. Lessor and its architect shall prepare the final space plan for construction of the Premises Work (collectively, the "**Final Space Plan**"), and shall deliver the Final Space Plan to County for County's approval, such approval not to be unreasonably withheld, conditioned or delayed. County shall have five (5) business days to review and approve such Final Space Plan. If County does not approve the Final Space Plan in accordance with this Section, County shall provide reasons for said disapproval and allow Lessor ten (10) business days to provide the revised Final Space Plan taking into account County's reasons for disapproval. Failure of County to reasonably disapprove any draft of the Final Space Plan within said five (5) business day period shall be deemed to constitute County's approval thereof. This process shall be repeated until the Final Space Plan has been approved; it being agreed that County's right to raise objections (following County's initial objections to Lessor's first submission of the Final Space Plan) shall be limited to (a) the revisions made to the previous submission of the Final Space Plan in order to address County's prior objections or changes which are derivative of changes resulting from such prior objections and/or (b) revisions to design elements not previously a part of the Final Space Plan previously submitted to County.

Final Working Drawings. Lessor and its architect and engineers shall complete the architectural and engineering drawings for the Premises. The final architectural working drawings shall be in a form which is complete to allow subcontractors to bid on the Premises Work and to obtain all applicable permits (collectively, the "**Final Working Drawings**") and shall submit the same to County for County's approval, such approval not to be unreasonably withheld, conditioned or delayed. County shall approve or reasonably disapprove any draft of the Final Working Drawings within seven (7) business days after County's receipt thereof; provided, however, that (i) County shall not be entitled to disapprove any portion, component or aspect of the Final Working Drawings which are consistent with the Final Space Plan unless (a) County agrees to pay for the additional cost (if any) resulting from such change in the Final Space Plan as part of the over-allowance amount pursuant to Section 2 below, and (b) County agrees that any such delays caused by such change(s) shall be deemed a delay caused by the County for all purposes of this Work Letter, Schedule 1 attached hereto and the Lease, and (ii) any disapproval of the Final Working Drawings by County shall be accompanied by a detailed written explanation of the reasons for County's disapproval. Failure of County to reasonably disapprove any draft of the Final Working Drawings within said seven (7) business day period shall be deemed to constitute County's approval thereof. This process shall be repeated until the Final Working Drawings have been approved; it being agreed that County's right to raise objections (following County's initial objections to

Lessor's first submission of the Final Working Drawings) shall be limited to (a) the revisions made to the previous submission of the Final Working Drawings in order to address County's prior objections or changes which are derivative of changes resulting from such prior objections and/or (b) revisions to design elements not previously a part of the Final Working Drawings previously submitted to County. The Final Working Drawings, as approved by Lessor and County, may be referred to herein as the "**Approved Working Drawings**." County shall make no changes or modifications to the Final Space Plan or the Approved Working Drawings without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion if such change or modification would directly or indirectly delay the Substantial Completion of the Work or increase the cost of designing or constructing the Work. Lessor shall promptly submit the Approved Working Drawings to the appropriate municipal authorities for all applicable building permits necessary to allow Contractor as that term is defined in Section 3, below, to commence and fully complete the construction of the Work (the "**Permits**"). County shall cooperate with Lessor in promptly executing permit applications and performing other ministerial acts reasonably necessary to enable Lessor to obtain any such permit or certificate of occupancy. No changes, modifications or alterations in the Approved Working Drawings may be made without the prior written consent of Lessor, provided that Lessor may withhold its consent, in its sole discretion, to any change in the Approved Working Drawings if such change would directly or indirectly delay the Substantial Completion of the Premises Work.

SECTION 2. – LESSOR'S BUILDING WORK

Lessor, at Lessor's sole cost and expense and outside of the Premises Work, shall complete new a 2nd floor elevator lobby, corridor, and restrooms with building standard finishes as defined herein and install project fitness center (including showers) on or before January 24, 2024, with free access for County employees. The following Building Work shall be completed in conjunction with Premises Work.

SECTION 3. - TIME DEADLINES (AS DEFINED IN SCHEDULE 1)

County shall use its good faith efforts and due diligence to cooperate with the Lessor, its architect, and the engineers to complete all phases of the construction drawings and the permitting process and to receive the Permits, and with Contractor (as defined below in Section 4) as soon as possible after the execution of the Lease, and, in that regard, shall meet with Lessor on a scheduled basis to be determined by Lessor, to discuss the progress in connection with the same. The applicable dates for approval of items, plans and drawings as described in this Section 1, above, and in this Work Letter are set forth and further elaborated upon in Schedule 1 attached hereto. County agrees to comply with the timeline in Schedule 1 and the failure to meet the time deadlines set forth in Schedule 1 attached hereto shall extend the Scheduled Delivery Date set forth in the Lease.

SECTION 4. - ALLOWANCE AMOUNT EXCEEDED

In the event that after County's execution of this Lease, any revisions, changes, or substitutions shall be made to (i) the Space Plan, (ii) the Approved Working Drawings (once the same are completed), (iii) the Premises Work, or in the event that County requests revisions, changes, or substitutions which cause the Approved Working Drawings to not be a logical extension of the Space Plan, then any additional costs which arise in connection with such revisions, changes or substitutions shall be paid by County to Lessor within sixty (60) days following receipt of Lessor's written request therefor or as otherwise provided in the Lease. In addition, if the cost of the Premises Work exceeds one hundred dollars ($100.00) per RSF, County shall pay the excess amount to Lessor within sixty (60) days following receipt of Lessor's written request therefor.

SECTION 5. - CONTRACTOR'S WARRANTIES AND GUARANTIES

Lessor shall assign to County (on a non-exclusive basis) all warranties and guaranties by the Contractor who constructs the Premises Work (the "**Contractor**") relating to the Work and pursuant to said assignment, County hereby waives all claims against Lessor relating to, or arising out of the construction of, the Premises Work. Lessor shall independently retain Contractor, on behalf of County, to construct the Premises Work in accordance with the Approved Working Drawings and Lessor shall supervise the construction by Contractor.

SECTION 6. - COUNTY'S COVENANTS

County hereby indemnifies, defends and holds harmless Lessor for any loss, claims, damages or delays arising from the negligence, acts or omissions of County, its agents, including, but not limited to any space planner, architect or engineer hired by County in connection with the Premises Work.

SECTION 7. - MISCELLANEOUS

6.1 Freight Elevators. Lessor shall make the freight elevator (if applicable) reasonably available to County in connection with initial decorating, furnishing and moving into the Premises, if applicable.

6.2 County's Representative. County has designated Director of Administrative Services, OCIT, Attention: Thuy Vu-Le (Phone No.: (714) 834-2453 E-Mail: thuy.vu-le@ocit.ocgov.com), whom as of the Effective Date is undetermined, but to be named imminently as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Lessor, shall have full authority and responsibility to act on behalf of the County as required in this Work Letter.

6.3 Lessor's Representative. Lessor has designated ROD VALVERDE (Phone No.: (714) 851-5103 E-Mail: rod@milancap.com) as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to County, shall have full authority and responsibility to act on behalf of the Lessor as required in this Work Letter.

6.4 Time of the Essence in This Work Letter. Unless otherwise indicated, all references herein to a number of days shall mean and refer to calendar days. In all instances where County is required to approve or deliver an item, if no written notice of approval is given or the item is not delivered within the stated time period, at Lessor's sole option, at the end of such period the item shall automatically be deemed approved or delivered by County and the next succeeding time period shall commence.

6.5 Cooperation by County. County acknowledges that the timing of the completion of the Approved Working Drawings and the Premises Work is of the utmost importance to Lessor. Accordingly, County hereby agrees to fully and diligently cooperate with all reasonable requests by Lessor in connection with or related to the design and construction of the Premises Work, and in connection therewith, shall respond to Lessor's requests for information and/or approvals, except as specifically set forth herein to the contrary, within seven (7) business days following request by Lessor.

6.6 Punch List. Upon Substantial Completion of the Work, Lessor and County shall comply with the terms and conditions of Clause 13E (CONSTRUCTION) of the Lease with respect to preparation of a punch list and completion of such punch list items.

6.7 County Delay. If the date of Substantial Completion of the Work is actually delayed as a result of any of the following (each, a "**County Delay**"):

1. County's failure to timely approve any matter requiring County's approval consistent with this Work Letter;

2. County's request for changes, additions or alterations in or to the Work, the Final Space Plan, the Final Working Drawings and/or the Approved Working Drawings; or

3. County's requirement for materials, components, finishes or improvements which are not available in a commercially reasonable time given the anticipated date of Substantial Completion of the Work, as set forth in the Lease.

then, notwithstanding anything to the contrary set forth in the Lease or this Work Letter and regardless of the actual date of the Substantial Completion of the Work, the date of Substantial Completion of the Work shall be deemed to be the date the Substantial Completion of the Work would have occurred but for the County delay or County delays, as set forth above, had occurred and resulted in an actual delay. In the event that Lessor becomes aware of a County Delay, Lessor shall promptly provide County with written notice and a reasonable opportunity to cure the same.

SCHEDULE 1 TO WORK LETTER

Estimated Schedule*

Mutual Lease Execution	August 22, 2023
Design and Construction Drawings	October 3, 2023 (6 weeks)
Plan Check/Permit Approval	November 14, 2023 (6 weeks)
Construction Commencement: Premises and Building Work	November 15, 2023
Substantial Completion Date	January 24, 2024 (12 weeks)

* In the event that the Lease is not mutually executed and delivered to the Lessor and the County by August 22, 2023, the above dates shall be extended, day-for-day, until the Lease is mutually executed and delivered to the Lessor and the County.

EXHIBIT D

JANITORIAL SPECIFICATIONS

It is the intent of this Exhibit to provide general guidelines for minimum janitorial service. Any absence of a specific janitorial service from this Exhibit does not relieve Lessor of the obligation to provide such service should it become necessary.

Janitorial service as required in Clause 19.A (Lessor Services) (REPAIR, MAINTENANCE AND JANITORIAL SERVICES), of this Lease, shall be inclusive of, but not limited to, the services as detailed below:

OFFICE AREAS

NIGHTLY: Sunday through Thursday (County Holidays excepted).

1. Empty and clean all waste receptacles, supply liners for waste receptacles, replace light bulbs and fluorescent tubes, remove waste materials from the Premises and wash receptacles as necessary;
2. Mop all uncarpeted areas;
3. Vacuum all carpeted areas in offices, lobby and corridors;
4. Hand-dust all office furniture, fixtures and all other horizontal surfaces (no more than twice per week);
5. Remove all finger marks and smudges from doors, door frames, around light switches, private entry glass and partitions;
6. Wash, clean and polish water fountain;
7. Spot clean carpet as necessary;
8. Clean sink and wipe down tables and counter areas in all break areas and coffee bars and provide materials and fill all soap and paper towel dispensers.

WEEKLY:

1. Wipe clean and polish all metal and bright work;
2. Mop and polish all resilient flooring;
3. Dust in place all picture frames, charts, graphs, and similar wall hangings;
4. Spot-clean all wall marks;
5. Sweep all sidewalks and ramps.

MONTHLY:

1. Dust all mini-blinds within the Premises;
2. Vacuum high moldings and other areas not reached by nightly or weekly cleaning.

QUARTERLY:

1. Scrub and buff uncarpeted floors.

SEMI-ANNUALLY:

1. Clean ceiling light diffusers;
2. Clean interior walls, as needed;

3. All interior windows of the building are to be cleaned once per annum and all exterior windows of the building are to be cleaned semi-annually.

RESTROOMS

NIGHTLY:

1. Clean and damp-mop floors;
2. Wash all mirrors, bright work and enameled surfaces;
3. Wash and sanitize all basins, bowls, urinals, and toilet seats;
4. Dust, clean, and wash where necessary, all partitions, tile walls, dispensers, and receptacles;
5. Empty and sanitize all receptacles and sanitary napkin disposals;
6. Provide materials and fill all toilet tissue, towels, seat covers, sanitary napkin, and soap dispensers.

MONTHLY:

1. Machine strip restroom floors and apply finish/sealer where applicable (quarterly, not monthly);
2. Wash all partitions, tile walls, and enamel surfaces;
3. Vacuum all louvers, vents, and dust light fixtures.

MISCELLANEOUS SERVICES

1. Maintain building lobby, corridors, and other public areas in a clean condition;
2. Parking lot is to be cleaned on a monthly basis;
3. Scrub and buff uncarpeted floors as needed (estimated one time per quarter).

SUSTAINABILITY

County seeks to promote sustainability principles into its business operation by promoting responsible use of materials and equipment and encourages Lessor to adopt a similar business philosophy in maintaining the Premises. Some possible sustainability concepts and practices Lessor may promote in its sustainability plan include, but is not limited to the following:

1. Utilizing green suppliers/vendors
2. Recycling and resource recovery
3. Identify and utilize energy efficient products
4. Cost and value appropriately sustainability options

EXHIBIT E
FORM OF SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS IS A SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT, made _____, 2023, by and between the County of Orange ("County") and _____ ("Lender").

A. By lease dated _____, ("Lease"), _____ ("Lessor") leased to County and County leased from Lessor those certain Premises described as _____, Orange, California.

B. Lender is the holder or about to become the holder of a mortgage or Deed of Trust ("Note") which constitutes or will constitute a lien against the Premises leased by County pursuant to the aforesaid Lease.

C. Lender has requested that County execute a Subordination, Attornment and Non-Disturbance Agreement in accordance with the terms of the Lease.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Subject to the terms and conditions of the Lease, all rights of County thereunder are or shall become subordinate to the Note and to any and all advances made on the security thereof, and to any and all increases, renewals, modifications, consolidations, replacements and extensions thereof.

2. In the event that Lender succeeds to the interest of Lessor under the Lease, by reason of foreclosure of the Note, by other proceedings brought to enforce any rights of Lender under the Note, by deed in lieu of foreclosure, or by any other method, County shall promptly attorn to Lender under all of the terms, covenants, and conditions of the Lease for the balance of the then-current term (and any extension or renewals thereof which may be effective in accordance with any option therefor contained in the Lease), with the same force and effect as if Lender were the Lessor under the Lease. Lender or its successors in interest shall not disturb the interests of County under said Lease but shall allow said interests to continue in full force and effect for the balance of the then-current term and any extension available to County which may be provided in accordance with the Lease. Said attornment shall be effective and self-operative immediately upon Lender's succession to the interest of Lessor under the Lease.

3. This agreement may not be modified orally or in any manner other than by written agreement signed by the parties hereto or their respective successors or assigns. All of the terms, covenants, and conditions herein shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

COUNTY:

By:_____Date:_____

_____
Thomas A. Miller, Chief Real Estate Officer
County Executive Office
Per Resolution No. 98-75 and Minute Order 3/10/1998
of the Board of Supervisors

APPROVAL AS TO FORM

County Counsel

By:_____Date:_____
Deputy

LENDER:

(Lender Name, same as above)

By:_____

Name: _____
(Print)

Title: _____

EXHIBIT F

FORM OF ESTOPPEL CERTIFICATE

Project Name:

ESTOPPEL CERTIFICATE

TO:

As of the date of this Estoppel Certificate the undersigned, as a "tenant" under that lease dated _____, between _____ ("Lessor") and the County of Orange, a political subdivision of the State of California ("County"), does hereby acknowledge the following:

1. The aforesaid lease, subject to article 2 below, constitutes the entire agreement between Lessor and County and is in full force and effect.

2. (Check One)

   ¨ The aforesaid lease has not been modified, altered, or amended.

   ¨ The aforesaid lease has been modified pursuant to that document(s) attached hereto.

3. The term of the lease is _____ years. The lease commenced on _____ and will expire on _____.

4. The term of the lease is subject to County's option to terminate/extend as follows:
   _____
   _____

5. The lease rental rate is $_____ per month, no rent has been paid in advance except as set forth in the lease, and County (in its capacity as "tenant," and not as a governmental agency) has received no notice of a prior assignment, hypothecation, or pledge of the lease from Lessor.

6. County has accepted and is now in possession of the leased premises.

7. The addresses for notices to be sent to County are set forth in Clause ___ (_____) of the lease.

8. County has no charge, lien, or claim of offset under this lease against rents or other charges due or to become due and, to the actual knowledge of County, Lessor is not now in default under the lease.

APPROVED AS TO FORM
OFFICE OF COUNTY COUNSEL

By_____
Deputy

Date: _____

COUNTY
COUNTY OF ORANGE

By:_____
Thomas A. Miller, Chief Real Estate Officer
County Executive Office/Real Estate

Certificate Date:_____

EXHIBIT G

WORK ACCEPTANCE LETTER

RE: Premises Located at 721 S. Parker Street, Orange, California 92868.

Lessor and County, without limiting any of County's rights and remedies expressly set forth in Exhibit C and this Lease or Lessor's obligations thereunder regarding completion of Lessor's Work in accordance with Clause 13 (CONSTRUCTION), agree and acknowledge that:

Check all that apply:

☐	**LESSOR WORK IS COMPLETE, COUNTY ACCEPTS POSSESSION OF THE PREMISES (WITH NO PUNCH LIST ITEMS):** The Work to the Premises constructed by Lessor has been completed and accepted by County without any outstanding punch list items. The Premises are in acceptable condition and Lessor delivered in compliance with all of the requirements contained in Exhibit C and Clause 13 (CONSTRUCTION) of the Lease.
☐	**LESSOR WORK IS COMPLETE WITH PUNCH LIST ITEMS OUTSTANDING, COUNTY ACCEPTS POSSESSION OF THE PREMISES:** The Work to the Premises constructed by Lessor has been SUBSTANTIALLY COMPLETED and accepted by County WITH THE EXCEPTION OF THE FOLLOWING OUTSTANDING PUNCH LIST ITEMS (see itemized list below). Lessor has twenty-one (21) days following receipt of this Work Acceptance Letter to complete all punch list items. **Punch List Items Remaining of The Work: (Attach additional pages if necessary)** _____ _____ _____ _____ _____ _____

	Anticipated Punch List Completion Date: _____
☐	**LESSOR WORK IS NOT COMPLETE, COUNTY REJECTS POSSESSION OF THE PREMISES:** Lessor has not completed the Work per the requirements defined in the Lease specifically in Clause 13 (CONSTRUCTION) and Exhibit C.

The information set forth in this Acknowledgment is true and correct as of the date hereof. This Acknowledgment shall be binding on the Parties and upon the successors and assigns of County.

Lessor:	**Director of Administrative Services, OCIT:**
_____ Print Name: _____ Title: _____ Date: _____	_____ Print Name: _____ Title: _____ Date: _____

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS IS A SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT, made _____, 2023, by and between the County of Orange ("County") and _____ ("Lender").

A. By lease dated _____, ("Lease"), _____ ("Lessor") leased to County and County leased from Lessor those certain Premises described as _____, Santa Ana, California.

B. Lender is the holder or about to become the holder of a mortgage or Deed of Trust ("Note") which constitutes or will constitute a lien against the Premises leased by County pursuant to the aforesaid Lease.

C. Lender has requested that County execute a Subordination, Attornment and Non-Disturbance Agreement in accordance with the terms of the Lease.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Subject to the terms and conditions of the Lease, all rights of County thereunder are or shall become subordinate to the Note and to any and all advances made on the security thereof, and to any and all increases, renewals, modifications, consolidations, replacements and extensions thereof.

2. In the event that Lender succeeds to the interest of Lessor under the Lease, by reason of foreclosure of the Note, by other proceedings brought to enforce any rights of Lender under the Note, by deed in lieu of foreclosure, or by any other method, County shall promptly attorn to Lender under all of the terms, covenants, and conditions of the Lease for the balance of the then-current term (and any extension or renewals thereof which may be effective in accordance with any option therefor contained in the Lease), with the same force and effect as if Lender were the Lessor under the Lease. Lender or its successors in interest shall not disturb the interests of County under said Lease, but shall allow said interests to continue in full force and effect for the balance of the then-current term and any extension available to County which may be provided in accordance with the Lease. Said attornment shall be effective and self-operative immediately upon Lender's succession to the interest of Lessor under the Lease.

3. This agreement may not be modified orally or in any manner other than by written agreement signed by the parties hereto or their respective successors or assigns. All of the terms, covenants, and conditions herein shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

COUNTY:

By:_____
Date:_____
Thomas A. Miller, Chief Real Estate Officer
County Executive Office
Per Resolution No. 98-75 and Minute Order 3/10/1998 of the Board of Supervisors

APPROVAL AS TO FORM

County Counsel

By:_____ Date:_____
Deputy

LENDER:

(Lender Name, same as above)

By:_____

Name: _____
(Print)

Title: _____

SUMMARY OF LEASE

LESSOR
MILAN OFC, LLC, a Delaware limited liability company

TENANT
County of Orange

PREMISES
721 South Parker Street, Orange, California consisting of approximately 24,658 RSF of office space.

USE
County shall use the Premises for administrative and general office purposes, employment training, or any other ancillary use thereto consistent with the standards of a professional office building, subject to federal, state and municipal laws, and shall not use the Premises or permit the Premises to be used for any other purpose.

PARKING
County shall have the non-exclusive right, without additional charge, to use up to five (5) stalls per 1,000 RSF on the Premises. County shall have the right to convert up to twenty (20) unreserved parking spaces to reserved and/or designated visitor parking spaces at no cost.

TERM
120 months, commencing the first day of the first full calendar month following the Substantial Completion by Lessor of the Work set out in Clause 13 (CONSTRUCTION), which is estimated to be March 1, 2024.

OPTION TO EXTEND
Two (2) five (5) year periods

RENT

Months	Rent	Per Square Foot
1	$67,809.50	$2.75
*2-12	$33,904.75	$1.38
*13-21	$34,921.89	$1.42
22-24	$69,843.79	$2.83
25-36	$71,939.10	$2.92
37-48	$74,097.27	$3.00
49-60	$76,320.19	$3.10
61-72	$78,609.80	$3.19
73-84	$80,968.09	$3.28
85-96	$83,397.13	$3.38
97-108	$85,899.04	$3.48
109-120	$88,476.01	$3.59

* In lieu of receiving the above partial abatement of Rent in months two through twenty-one, County, at County's sole discretion, upon delivery of thirty (30) day's written notice to Lessor, shall have the ability to convert the rent for months two through twenty-one to cash to be used towards FF&E, cabling and any other

move-related expense.

TENANT IMPROVEMENT ALLOWANCE

	PSF	TOTAL
Improvement Allowance	$100.00	$2,465,800.00
FF&E Allowance	$15.00	$369,870.00
Pre-Commencement Amortized Allowance	$25.00	$616,450.00

SECURITY DEPOSIT
No security deposit is required by this Lease.

SERVICES PROVIDED BY LESSOR
Lessor shall provide, at its sole cost and expense (except as otherwise provided in this Lease) any and all necessary repair, maintenance and replacement for the Premises and Building (and systems therein) including, but not limited to:

- Operating Expenses
- Structural portions of the roof
- Parking facilities/paving
- Heating, ventilation and air conditioning ("HVAC") system
- Plumbing, electrical and mechanical systems
- Fire/life safety system
- Elevators
- Interior and exterior maintenance repairs
- Janitorial services – 5 days per week
- Property/Fire Insurance and Liability Insurance
- Taxes and Assessment

SERVICES PROVIDED BY COUNTY
County shall be responsible for telephone services.

INSURANCE
Lessor's insurance limits have been approved by County's Risk Department.

ASSIGNMENT/SUBLETTING
Lessor's written approval is required prior to assignment or encumbering the Lease.

TAXES AND ASSESSMENTS
To be paid by Lessor.

ALTERATIONS
County may make improvements and changes in the Premises, including, but not limited to, the installation of fixtures, partitions, counters, shelving, and equipment as deemed necessary or appropriate by the County in its discretion following the prior written notice to Lessor; provided, however that if such improvements or changes affect the common Building systems, the structural portions of the Building, or can be seen from the exterior of the Premises, then County shall obtain the prior written consent of Lessor (which shall not be unreasonably withheld, conditioned or delayed) prior to the performance of the same.

COUNTY-REQUESTED ALTERATIONS OR ADDITIONAL SERVICES
County may, during the Term of the Lease, request Lessor to make improvements and changes to the Premises

as well as request to complete Additional Services to the Premises. All such improvements, changes and any Additional Services requested by County shall be made by Lessor, at Lessor's sole cost, and shall be reimbursed in a lump sum as Additional Rent by County upon receipt by County from Lessor of a written claim for such reimbursement.

SIGNAGE

Lessor agrees to allow County to install and maintain any sign or display upon or in front of the Premises and/or Building. Such signage shall comply with all applicable laws and zoning and site plan requirements.

HOLDING OVER

In the event County shall continue in possession of the Premises after the Term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Lease.

Real Property Conveyance Questionnaire* for ASR

(*Applies to sale, lease, license, or easement of County or District owned assets)

Instructions:

- This questionnaire was developed with input from Auditor Controller, Internal Auditor and CEO Real Estate to assure County leadership is fully informed.
- Insert the complete answer after each question below.
- When completed, save and include as an Attachment to your ASR.
- In the body of the ASR focus on the considerations relevant to the decision.
- If you need assistance, please contact CEO Real Estate.

1. What property interest is being considered for conveyance (e.g. fee, lease, license, easement)? Lease Agreement for property located at 721 South Parker Street, Orange

a) Why is this property being considered for lease, license, sale or other conveyance? This relocation is necessary to satisfy the phased implementation of the Civic Center Facilities Strategic Plan (Civic Center FSP).

b) How and who identified this property as a potential conveyance? Orange County Information Technology and CEO Real Estate agreed this is the best site option at this time.

c) What factors are key in recommending this property for conveyance? Requirements of the Civic Center FSP Program requirements, cost and location are the key factors for recommending this site.

d) How does the proposed conveyance fit into the County's/District's strategic or general plan? The proposed conveyance is a key component in the Civic Center FSP so that County can renovate the 6th floor space for Probation's future occupancy.

e) What are the short and long term anticipated uses of the property? The Lease Term is 120 months with (2) five-year options to extend.

f) Are there any limitations on the use of the property in the conveyance documents? No.

2. What analysis has been performed as to whether to convey the proposed real property interest? OCIT and CEO Real Estate collaborated to determine that this location best fits program needs. A market analysis and lease cost comparison has been completed.

a) Have there been any internally or externally prepared reports regarding this property conveyance? Yes, Costar searches, a market analysis and lease cost comparison have been completed.

b) Who performed the analysis? Our partnering RE brokerage, Jones Lang LaSalle (JLL).

c) Provide details about the analysis and cost/benefit comparison. 721 S. Parker was determined to be the best option for OCIT.

3. How was the conveyance price, or lease/license rent, determined? JLL and CEO Real Estate negotiated with Lessor for an optimal full service gross rate and concessions.

a) Who performed the appraisal or market study and what certifications do they possess? CEO Real Estate and JLL, utilizing market data obtained through Costar and comparable leases.

b) How does the price/rent compare with comparable properties? The rent is "fair-market" and is consistent with similar properties in the area.

c) Does the setting of the price/rent follow industry standards and best practices? Yes.

d) What are the specific maintenance requirements and other costs within the agreement and who is responsible? Provide an estimate of the costs to the County/District if applicable. Lessor is responsible for all utilities and building maintenance. County is responsible for its phone and internet costs.

4. What additional post-conveyance remodeling or upgrade costs will be needed for the property to meet its intended use? N/A.

a) Will any of the upgrades be required to meet County, ADA, or other standards and requirements? N/A

b) Include estimates of the costs. N/A

c) What entity will be responsible for the costs? N/A

5. Can the County terminate the sale/easement, lease/license? Yes.
   a) What would be necessary to terminate the agreement and when can it be terminated? County may terminate the lease at any time after the 93rd month upon giving Lessor written notice at least 270 days prior to said termination date.
   b) Are there penalties to terminate the sale/easement, lease/license? No.

6. What entity will be responsible for the payment(s)? OCIT.
   a) How will the funds received be used or applied? Monthly rental payments.
   b) What fund number will the funds from the conveyance ultimately be deposited into? Internal Service Fund 289.
   c) If restricted funds might be created or supplemented, check with the Auditor Controller's General Accounting Unit and Counsel if you have questions about whether restricted funds are involved.) No.
   d) If restricted funds might be created or supplemented, has County Counsel advised that the destination fund for the payment(s) is properly restricted? N/A.

7. Does the proposed sale/easement, lease/license agreement comply with the CEO Real Estate standard language? Yes.
   a) List any modified clauses and reasons for modification. The following list of clauses were modified to appropriately reflect the project and specifications:

1. CONSTRUCTION
18. ORANGE COUNTY TELECOMMUNICATIONS NETWORK
19. REPAIR, MAINTENANCE, AND JANITORIAL SERVICES
21. INSURANCE
24. BUILDING AND SAFETY REQUIREMENTS
30. RIGHT TO WORK AND MINIMUM WAGE LAWS
37. SUCCESSORS IN INTEREST

8. If this is a lease, is it a straight lease, an operating agreement, a lease with an option to purchase, or a capital lease (see details below)? Lease Agreement.

Capital Lease Determination: At the inception of any *potential* capital lease, it is important to contact the Auditor-Controller's Capital Asset Unit for further guidance to ensure proper classification and accounting for the lease occurs. There are specialized accounting rules and required forms for capital leases. See further details in the County's Accounting Manual, Policy No. FA-1: *Accounting for Lease Purchases (Capital Leases)*, located on the intranet. For accounting purposes only, a capital lease exists if ANY one (1) of the following four (4) criteria is met:

i) Lease transfers ownership to another party by the end of the term.
ii) Lease contains an option for the other party to purchase the property by the end of the term for a price lower than the expected fair market value of the property? (For example $1 or $1,000, and based on this option price, for accounting purposes only, the ultimate purchase of the property is deemed reasonably assured at the inception of the lease.)
iii) Lease term is equal to 75% or more of the remaining estimated useful life of the leased property.*
iv) Present value of the minimum lease payments is equal to 90% or more of the fair value of the property at the inception of the lease.*

*Criteria iii) and iv) don't apply if the lease term begins in the last 25% of a property's estimated useful life.

To validate whether a lease is a capital lease for accounting purposes, please contact the Auditor-Controller's Capital Asset Unit at capitalassets@ac.ocgov.com.

Board of Supervisors

RECEIVED
CLERK OF THE BOARD
AUG 17 2023

Memorandum

S33K

To: Chairman Donald P. Wagner, Supervisor, Third District

From: Supervisor Vicente Sarmiento, 2nd District

Date: 08/14/2023

RE: Add Supplemental Item to August 22, 2023, Board Meeting Agenda

Supervisor Sarmiento requests Clerk of the Board to add a supplemental agenda item be placed on the August 22, 2023, Board of Supervisors meeting. The title shall read: Approve additions of Fall Festival events to the County Events Calendar and make related findings under Government Code Section 26227

The supplemental agenda item should have the following recommended actions:

1. Approve the addition of Fall Festival events to the County Events Calendar.

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

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

RECEIVED
CLERK OF THE BOARD

AUG 17 2023

MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Chairman Donald P. Wagner, Third District

Date: August 17, 2023

RE: Agenda Item for August 22, 2023 Board of Supervisors Meeting S33L

Please place a supplemental item on the August 22, 2023 Board of Supervisors agenda to adopt a resolution recognizing September 22 as California Native American Day in the County of Orange and direct Clerk of the Board to add California Native American Day to the list of annually recurring resolutions.

California Native American Day

WHEREAS, the County of Orange recognizes the importance of acknowledging and honoring the rich history, culture, and contributions of California Native Americans; and

WHEREAS, California Native American Day provides an opportunity to celebrate the heritage, traditions, and resilience of California Native American peoples; and

WHEREAS, California Native American Day offers a chance to educate the community about the diverse California Native American cultures that have shaped our region and our state; and

WHEREAS, California Native American communities have made significant contributions to the growth, development, and progress in the County of Orange through their rich traditions, art, language, medicine, and more; and

WHEREAS, recognizing California Native American Day will foster a greater understanding and appreciation of our California Native American communities; and

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

The County of Orange officially recognizes the importance of California Native American Day, celebrated every year on the 4th Friday of September and this year on September 22, 2023.

The County of Orange encourages residents, educational institutions, and community organizations to observe California Native American Day through activities, events, and educational initiatives that promote understanding, cultural exchange, and respect for California Native American traditions and contributions.

The County of Orange will strive to incorporate California Native American history, culture, and perspectives into public programs within the County of Orange.

The County of Orange encourages local businesses and organizations to support California Native American artisans, entrepreneurs, and cultural initiatives through partnerships, collaborations, and sponsorship opportunities.

The County of Orange calls upon neighboring jurisdictions to recognize California Native American Day as an official observance, highlighting the importance of honoring and respecting the Native American people and their contributions to our community.

RECEIVED
CLERK OF THE BOARD
AUG 17 2023

Board of Supervisors

Memorandum

S33M

August 17, 2023

To: Chairman Wagner, 3rd District
From: Supervisor Vicente Sarmiento, 2nd District

Subject: Addition of Supplemental Item to the August 22, 2023 Board Meeting Agenda

Supervisor Vicente Sarmiento requests the Clerk of the Board to add a supplemental agenda item to the August 22, 2023 Board of Supervisors meeting.

1. Reallocate use of $100,000 from May 4, 2023, item S38E from the Second District's discretionary ARPA funding allocation towards the following uses:

    - local youth leadership programs and camps that help students build skills through projects that benefit the community and contributes to the future success of the students
    - educational programs that teach and empower community members to help combat domestic violence
    - County department programs and projects
    - unfunded Second District projects that meet Government Code section 26227

2. Find that under Government Code section 26227 these expenditures are necessary to meet the social needs of the population of the county, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons.

3. Authorize County Executive Officer, or designee, to negotiate and enter into agreements as necessary to effectuate the purposes of this allocation, including but not limited to, the execution of agreements with fund recipient, as identified by the Second District Supervisor.



RECEIVED
CLERK OF THE BOARD
AUG 17 2023

Memorandum

Date:	August 17, 2023
To:	Robin Stieler, Clerk of the Board
From:	Katrina Foley, Fifth District Supervisor
Re:	Supplemental Item for August 22, 2023 Meeting of the Board of Supervisors

S33N

Please add a supplemental item to the August 22, 2023 meeting of the Board of Supervisors to reappoint Michael King to the Coto de Caza Planning Advisory Committee for a term concurrent with Supervisor Foley's term of office. Michael King was originally appointed in August 2022; his current term expired in January 2023.

APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

(FOR COUNTY USE ONLY)

2023 JAN 20 PM 3:07

CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

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

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP (SEE LIST AT HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT):

Coto de Caza Planning Advisory Committee

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Michael | | King
First Name | Middle Name | Last Name

	Trabuco Canyon	CA
Street Address	City	State	Zip Code

Home Phone Number

Cell Phone Number

Email Address

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

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

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

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ■ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
Koll-Irvine Association	06/2018	Present
Hubbs-Seaworld Research Institute	07/2022	Present
California Fisheries and Seafood Institute	12/2018	Present

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

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

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

□YES ■ NO

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

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

See resume. I would like to help guide future development, growth, and preservation in Coto de Caza.

DATE: 12/16/2022 **APPLICANTS SIGNATURE:** Michael King

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

Date Received: 1-20-23 Received by: Mlpc
Deputy Clerk of the Board of Supervisors

Date referred: 1-20-23

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

□ All BOS □ BCC Contact Person Name _____

Michael King

Director of Real Estate & Development

Contact

Objective

Participate in the local community and contribute to future success while shepherding graceful development in our area.

Education

University of Southern California,
B.S. Policy Planning and Development

Experience

May 2021 - Present
Director of Real Estate & Development • King's Seafood Company

May 2018 – May 2021
Real Estate & Development Manager • King's Seafood Company

January 2014 – May 2021
Purchasing Manager • King's Seafood Distribution

Currently oversee the Real Estate & Development from site selection to construction for a $200 million restaurant company.

Key Skills

Project Management, Procurement, Budgeting, Training, Lease Negotiation, Concept Development

Communication

Provide consistent and informative updates and insight on current projects and the industry at large. Enjoy speaking to groups and presenting new plans and strategy. Work with executive team to develop concept and execute projects.

Leadership

Active in the community and maintain multiple board memberships which include Koll-Irvine Business Park, California Fisheries and Seafood Institute, the Hubbs-SeaWorld Research Institute and the Tesoro High School Wrestling Booster Club.

References

Available upon request.



RECEIVED
CLERK OF THE BOARD
AUG 17 2023

Memorandum

Date: August 17, 2023

To: Robin Stieler, Clerk of the Board

From: Katrina Foley, Fifth District Supervisor

Re: Supplemental Item for August 22, 2023 Meeting of the Board of Supervisors

---

Please add a supplemental item to the August 22, 2023 meeting of the Board of Supervisors to reappoint Gilad Ganish to the Coto de Caza Planning Advisory Committee for a term concurrent with Supervisor Foley's term of office. Gilad Ganish was originally appointed in October 2016; his current term expired in January 2023.

DocuSign Envelope ID: B25900BF-74AA-41E5-90E6-91C9A17AC1D2

APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

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

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

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

CPAC

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Gilad Ganish
First Name Middle Name Last Name

Coto de Caza CA
Street Address City State Zip Code

Home Phone Number Cell Phone Number

Email Address

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE.

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER.

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

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

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ■ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN:

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
Los Ranchos Estates HOA	+/-2014	Present

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

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

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

□YES ■ NO

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

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

I reside in Los Ranchos Estates, so I can bring some of the perspective of that community.

DATE: 8/2/23 **APPLICANTS SIGNATURE:** DocuSigned by: Gilad Ganish 86E4149897CB4A0...

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

Date Received: _____ Received by: _____
Deputy Clerk of the Board of Supervisors

Date referred: _____

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

□ All BOS □ BCC Contact Person Name _____



GILAD GANISH

EXPERIENCE

Blackwood: 2010 – Present

- Acquisition, planning, and development of $1.25+ billion OMV of mixed-use and residential projects.
- Work with regulatory staff and officials and local stakeholders to collaborate on each project.
- Seek to generate favorable returns through re-entitlement and resolving property issues.
- Interact with public and private homebuilders, multifamily developers, and investors.
- Asset management of current properties and projects.

Monarch: 2004 – 2009

- Acquisition, planning, and development of $150M+ OMV prime office and residential properties.
- Pursue development projects located in extremely high barrier-to-entry markets.
- Raise capital from high net worth individuals and family offices.
- Provide development and marketing consulting to residential brokerage companies.
- Oversee multiple simultaneous project construction schedules and budgets.

EDUCATION

University of Southern California: 2004

Master of Business Administration

University of California, Irvine: 1999

Bachelor of Science, Physics

Harvard Business School: 2014

On-Campus Real Estate Management Program: Finance, Design, Leadership

NOTABLE

California Contractor's State License Board: 2003

Class B – General Building Contractor License

Coto de Caza Planning Advisory Committee Member: 2016 – Present

Appointed by Orange County Supervisor Lisa Bartlett

California State Polytechnic University, Pomona: 2017 & 2021

Guest Lecturer: Graduate Planning Program

RECEIVED
CLERK OF THE BOARD
AUG 17 2023

Memorandum

Date: August 17, 2023

To: Robin Stieler, Clerk of the Board

From: Katrina Foley, Fifth District Supervisor

Re: Supplemental Item for August 22, 2023 Meeting of the Board of Supervisors

S330

Please add a supplemental item to the August 22, 2023 meeting of the Board of Supervisors to appoint David Prince to the Assessment Appeals Board No. 1 for the term ending on September 1, 2024. David Prince will replace Anna Dickinson, who served honorably as an appointee of the prior Fifth District Supervisor.

APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

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

(FOR COUNTY USE ONLY)

RECEIVED
CLERK OF THE BOARD
FEB 24 2023

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

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP (SEE LIST AT HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT):

Assessment Appeals Board

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

APPLICANT NAME AND RESIDENCE ADDRESS:

David (First Name) McMaster (Middle Name) Prince (Last Name)

(Street Address) Newport Beach (City) CA (State) (Zip Code)

(Home Phone Number) (Cell Phone Number)

(Email Address)

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBE

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

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

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ■ YES □ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange County

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
Council of Residential Real Estate	1985	present
Newport Beach Association of Realtors	1990	present

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

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

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

□YES ■ NO

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

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

I have experience: I sat on the Humboldt County Assessment Appeals Board for 5 years. Please see additional sheet.

DATE: 02/10/2023 **APPLICANTS SIGNATURE:** David M. Quince

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

Date Received: 2/24/23 Received by: Pam Rainey
Deputy Clerk of the Board of Supervisors

Date referred: 2/24/23

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

□ All BOS □ BCC Contact Person Name

February 10, 2023

To Whom It May Concern,

Please find my resume below for consideration for a seat on the Assessment Appeals Board for Orange County,.CA.

Applicant name:

David Prince

Work history germane to the application:

Forty years full time work experience as a California licensed real estate broker in the State of California.

Sales, leasing, property management and evaluations of real estate values.

Prior experience:

Member of Assessment Appeals Board for Humboldt County, California from 1978 to 1990.

Professional designations:

Certified Residential Broker, CRS

Graduate, Realtor's Institute, GRI

CA Broker license number: 00580854

RECEIVED
CLERK OF THE BOARD
AUG 17 2023

Memorandum

NA for KF

S33P

Date:	August 17, 2023
To:	Robin Stieler, Clerk of the Board
From:	Katrina Foley, Fifth District Supervisor
Re:	Supplemental Item for August 22, 2023 Meeting of the Board of Supervisors

Please add a supplemental item to the August 22, 2023 meeting of the Board of Supervisors to appoint Wendy Rianda to the Assessment Appeals Board No. 2 to the term ending on August 31, 2025. Wendy Rianda will replace Paula Cosenza, who served honorably as an appointee of the prior Fifth District Supervisor.

APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

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

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RECEIVED
CLERK OF THE BOARD
FEB 14 2023

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

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP (SEE LIST AT HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT):

Assessment Appeals Board

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

APPLICANT NAME AND RESIDENCE ADDRESS:

WENDY	PATRICIA	RIANOA
First Name	Middle Name	Last Name

	Costa Mesa	CA	
Street Address	City	State	Zip Code

Home Phone Number

Cell Phone Number

Email Address

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

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

ARE YOU A CITIZEN OF THE UNITED STATES: ☒ YES ☐ NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ☒ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
California Bar	Dec. 1994	Present

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? ☒ **YES** ☐ **NO** Worked for First American Title

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

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

☐ **YES** ☒ **NO**

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

N/A

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

I would like to contribute to my community. I have the time and expertise to add value to the Board.

DATE: 2/10/2023 **APPLICANTS SIGNATURE:** Wendy P. Ride.

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

Date Received: 2-14-23 Received by: Jamie Ross
Deputy Clerk of the Board of Supervisors

Date referred: 2-16-23

To: ☐ BOS District 1 ☐ BOS District 2 ☐ BOS District 3 ☐ BOS District 4 ☒ BOS District 5

☐ All BOS ☐ BCC Contact Person Name _____

WENDY P. RIANDA

SUMMARY

Seasoned business attorney with broad legal experience, strong interpersonal skills and excellent management abilities. Recognized as a dependable and highly organized professional.

LEGAL EXPERIENCE

VP, Senior Operations Counsel, First American Title Insurance Company, Santa Ana, California. 2013 – 2019.

- Counsel for national mortgage channel of large title insurance company.
- Member of senior management team providing advice and counsel to executives on regulatory compliance, new business initiatives, risk mitigation, rate regulation, market conduct and operational compliance.
- Developed policies and procedures as well as training materials to ensure compliance with lender requirements.
- Negotiated, prepared and reviewed agreements involving title/settlement products and services for origination, servicing, loan review and valuation business segments.
- Subject matter expert for the channel in regulatory compliance, lending regulations and consumer protection matters.
- Provided advice and counsel to the division on regulatory issues including, but not limited to, RESPA, TRID, UDAAP, FTC, FCRA, FDCPA, ESign, RON and Privacy.
- Managed two attorneys and one legal assistant.

VP, Mortgage Lending Counsel, Carrington Mortgage Holdings, LLC, Santa Ana, California. 2011 – 2012.

- Principal Mortgage Lending Counsel for new Mortgage Lending Division of successful financial services company.
- Member of senior management team providing advice and counsel to the company on strategic business planning, regulatory compliance, risk mitigation, operational compliance and HR matters.
- Conducted complex research and advised division on a range of high-level issues involving multi-state mortgage lending operations with emphasis on federal compliance and consumer protection matters.
- Negotiated, prepared and reviewed agreements involving real estate, vendor relationships, broker/lender relationships, capital markets, employment and compensation plans.
- Collaborated with principal stakeholders on drafting and implementing new policies and procedures affecting lending operations.
- Legal member of due diligence team responsible for the compliance reviews of new company acquisitions.

- Fully conversant with state and federal lending laws and consumer protection regulations including but not limited to TILA , RESPA, ECOA, FCRA, HMDA, state UDAP statutes and privacy provisions.
- Managed one senior attorney and mentored one junior attorney.

Senior Attorney (Term Appointment), CG-14, Federal Deposit Insurance Corporation, Irvine, California. 2010 – 2011.

- Counsel for federal agency responsible for managing and liquidating assets for failed banks and thrifts.
- Worked with HUD/FNMA on resolving compliance issues affecting assets retained by subsidiaries of failed institutions.
- Researched and analyzed statutes and regulations affecting disposition of assets, including but not limited to, foreclosure and lien priority issues for residential and commercial real estate, federal compliance and fair lending issues.
- Prepared legal opinions and legal memoranda on contract repudiations.
- Negotiated, drafted, and revised agreements for the sale of residential and commercial real property.
- Acted as subject matter expert and provided advice and counsel to internal clients and management on a broad range of regulatory topics, including but not limited to, TILA, ECOA, RESPA and fair lending.

Attorney/Consultant, Law Offices of Wendy P. Rianda, Costa Mesa, California. 2008 - 2010

- Consultant to financial services industry, including non-prime lenders, reverse mortgage lenders, servicing companies and law firms.
- Analyzed and advised on proposed and enacted regulations affecting mortgage banks and lending companies.
- Negotiated, prepared, revised and reviewed agreements and contracts.
- Audited loan files for compliance with federal consumer laws and regulations.
- Advised on rescission claims and predatory lending issues.
- Acted as case manager and directed outside counsel on litigation matters.

Associate General Counsel, Option One Mortgage Corporation, a subsidiary of H&R Block, Inc., Irvine, California. 2000 – 2008.

- Senior legal officer of mortgage subsidiary of international company employing over 6,800 individuals in the U.S and in foreign subsidiaries.
- Conducted complex research and advised the company on a broad range of legal issues pertaining to multi-state lending activities, with emphasis on state and federal compliance regulations, employment and consumer protection matters.
- Investigated and resolved high-level regulatory compliance complaints from state and federal regulatory agencies.
- Audited loan files including credit and collateral analysis, in connection with fraud claims and worked with risk mitigation group to effect resolution.
- Negotiated, prepared and reviewed agreements involving real estate, vendor relationships, secondary marketing, employment and other general corporate mattes.
- Negotiated workouts and loan modifications to settle origination and servicing disputes.
- Collaborated with senior management on the drafting and implementation of new policies and procedures.

- Member of Privacy Committee with responsibility for providing advice to company on the protection of non-public personal borrower information and the provision and content of required privacy notices.
- Member of Fair Lending Committee with responsibility for providing advice to company on fair lending issues.
- Acted as company Ethics Director and worked with internal audit and human resources on corporate compliance matters, including internal investigations.
- Directed outside counsel and managed litigation caseload, including coordination of all discovery responses; attendance at depositions, mediations, arbitrations and trials.
- Conversant with state and federal lending laws and consumer protection regulations including, but not limited to, TILA, RESPA, ECOA, FCRA, FDCPA, HMDA and UDAP.
- Managed paralegal and support staff of up to six individuals.

General Counsel, Pacific Shore Funding, Lake Forest, California. 1999 – 2000.

- General Counsel of national lending company.
- Managed regulatory compliance and licensing program.
- Provided advice and counsel to the company on strategic business planning, regulatory compliance, risk mitigation, operational compliance and general corporate matters.
- Negotiated and prepared all contracts and company governance documents.
- Managed litigation caseload, including directing outside counsel and negotiation of all settlements.
- Member of operational Management team.
- Managed paralegal and support staff.

Vice President, General Counsel & Director of Compliance, First Alliance Corporation, Irvine, California. 1998 – 1999.

- Chief legal officer of a publicly held corporation providing legal advice on a broad range of issues including, but not limited to, regulatory compliance, corporate governance, employment matters, securities regulation, structured financing and general transactional matters.
- Member of senior management team. Participated in strategic corporate planning and Board meetings.
- Worked actively with company Chief Financial Officer in managing all corporation regulatory filings.
- Worked with banking partner to provide credit cards to borrowers to access home equity lines of credit.
- Managed multi-state class action litigation, as well as multiple state AG and federal regulatory administrative actions, including an extensive DOJ investigation.
- Managed staff of eight, including attorneys and paralegals.

Senior Legal Counsel, AMRESCO Residential Mortgage Corporation, Irvine, California. 1996 – 1998.

- Senior legal officer of national company.
- Provided legal counsel to senior management in all areas of multi-state lending operations, as well as employment matters and general corporate issues.
- Conducted legal research and prepared memoranda of law.

- Developed and managed company regulatory compliance program including directing all licensing activities and lending audits.
- Legal member of due diligence team responsible for compliance review of new company acquisition.
- Directed activities of company outside counsel, including overseeing class-action litigation.

Attorney, The Walker Law Firm, Newport Beach, California. 1994 – 1995.

- Associate in a small general corporate/litigation practice.
- Negotiated and drafted contracts and leases. Researched and analyzed case law, statutes and legislative materials.
- Prepared memoranda of law, trial briefs, motions and discovery materials.
- Made court appearances, attended depositions and interviewed clients.

PRIOR EXPERIENCE

Loan Underwriter/Loan Processor/Quality Control Supervisor/Loan Officer. Mortgage Lending Institutions, North and South Carolina. 1984 – 1991.

Prior to attending Law School, I worked in the mortgage lending industry for subsidiaries of First Union Bank, Marine Midland Bank and Loyola Federal Savings & Loan.

EDUCATION

University of North Carolina, Chapel Hill, North Carolina
Juris Doctor - 1994
University of South Carolina, Coastal Carolina College, Conway, South Carolina
Bachelor of Arts, History - 1988

PROFESSIONAL ASSOCIATIONS:

Member: State Bar of California

RECEIVED
CLERK OF THE BOARD
AUG 17 2023

Memorandum

Date:	August 17, 2023
To:	Robin Stieler, Clerk of the Board
From:	Katrina Foley, Fifth District Supervisor
Re:	Supplemental Item for August 22, 2023 Meeting of the Board of Supervisors

NA for KF

S33Q

Please add a supplemental item to the August 22, 2023 meeting of the Board of Supervisors to appoint Barbara Borkowski to the Assessment Appeals Board No. 3 to the term ending on September 1, 2024. Barbara Borkowski will replace Julie Hile, who served honorably as an appointee of the prior Fifth District Supervisor.

APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

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

(FOR COUNTY USE ONLY)

RECEIVED
CLERK OF THE BOARD
MAR 13 2023

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

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP (SEE LIST AT HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT):
Member/Hearing Officer- Assessment Appeals Board No. 4

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

APPLICANT NAME AND RESIDENCE ADDRESS:

First Name	Middle Name	Last Name
Barbara	Geraldine	Borkowski

Street Address	City	State	Zip Code
	Capistrano	CA	

Home Phone Number

Cell Phone Number

Email Address

CURRENT EMPLOYER: _____

OCCUPATION/JOB TITLE: _____

BUSINESS ADDRESS: _____

BUSINESS PHONE NUMBER: _____

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

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

IF NO, NAME OF COUNTRY OF CITIZENSHIP: _____

ARE YOU A REGISTERED VOTER? ■ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: _____

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
San Clemente Junior Woman's Club	2/2014	Present
R.H Dana Elementary PTA- Treasurer	1/2023	Present

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

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

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

□YES ■ NO

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

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

I would like to contribute my skills as an attorney and business woman to help shape the future of Orange County.

DATE: 3/10/2023 **APPLICANTS SIGNATURE:** B. Borkowski

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

Date Received: 3-14-23 Received by: Deputy Clerk of the Board of Supervisors

Date referred: 3-14-23

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

□ All BOS □ BCC Contact Person Name

BARBARA G. BORKOWSKI

BAR ADMISSION, CALIFORNIA **Bar No. 279360**

EDUCATION

UNIVERSITY OF CALIFORNIA, DAVIS SCHOOL OF LAW **MAY 2011**
Juris Doctor
Honors: Order of the Barristers; Activities: **Law Review**: Symposium Editor (2010-11), Member (2009-10); **Moot Court**: Board Member (2010-11), NYCB National Moot Court Competition (2010); George Washington University Religious Freedom Competition (2010); **Trial Practice Board**: Board Member, Carr Competition (2010); **International Law Society**: Board Member (2010-11); President (2009-10); Member (2008-09)

UTRECH TUNIVERSITY SCH OOL OF LAW, UTRECHT, NETHERLANDS **AUG 2007**
LL.M., International Crime and Criminal Justice
Honors: University Honors; Activities: Editor, *Merkourious Law Journal*; Reporter, SIM: Netherlands Institute of Human Rights Conference

AMERICAN UNIVERSITY SCH OOL OF PUBLIC AFFAIRS, WASHINGTON, D.C. **DEC 2005**
B.A., Law & Society and Interdisciplinary Studies (Communications, Legal Institutions, Economics, and Government)
Honors: *magna cum laude*, University Honors Program, Golden Key International Honor Society

EXPERIENCE

CALVERT WOODLEY ENERGY, ORANGE COUNTY, CA **MAR 2016 – PRESENT**
Founder, President, Managing Attorney
- Responsible for new business development and opportunity assessment
- Legislative analysis of upcoming industry legislation impacting industry
- Oversees day-to-day operations including staffing, marketing, procurement
- Manages outside counsel, company contracts, and supports company's legal needs
- Negotiates renewable energy development contracts and sales

TH EHARTFORD, ORANGE COUNTY, CA **MAY 2014 – FEB 2016**
Staff Attorney
- Independently maintained a caseload of upwards of 75 cases
- Represented client at court appearances, trials, and depositions and successfully negotiated lien settlements
- Wrote briefs, legal correspondence, and motions

US ATTORNEY'S OFFICE, SACRAMENTO, CA **AUG 2012 – DEC 2013**
Special Assistant United States Attorney
- Successfully prosecuted a 12-defendant Endangered Species Act case with Fish and Wildlife Service
- Managed misdemeanor caseload from investigation through sentencing, negotiated plea agreements
- Researched and wrote several Ninth Circuit appellate briefs
- Independently completed bench trials and numerous arraignments, change of plea, and sentencing hearings
- Successfully won a felony jury trial, second chair
- Presented legal update seminars to federal officers

CONTRACT ATTORNEY, SAN FRANCISCO, CA **FEB 2012 – AUG 2012**
Attorney
- Performed electronic document review for large firm engaged in IP litigation
- Researched a variety of civil law legal issues

SACRAMENTO DISTRICT ATTORNEY'S OFFICE, SACRAMENTO, CA **MAY 2010 – AUG 2010**
Certified Legal Intern
- Presented oral argument in juvenile court detention hearings
- Drafted and researched motions in felony and misdemeanor cases
- Conducted pre-trial and plea agreement negotiations and managed arraignment hearings

SAN FRANCISCO DISTRICT ATTORNEY'S OFFICE, SAN FRANCISCO, CA **JAN 2010 – MAY 2010**
Certified Legal Intern
- Researched and wrote motions on a variety of legal issues related to criminal law and criminal procedure
- Conducted criminal infraction arraignments and trials

UNIVERSITY OF CALIFORNIA, DAVIS SCHOOL OF LAW, DAVIS, CA **JUNE 2009 – MAY 2011**
Research Assistant, Professor Donna Shestowsky, J.D., Ph.D.
- Analyzed state court systems countrywide for a longitudinal study about alternative dispute resolution
- Assisted in the development of survey questions and protocol
- Conducted in-depth participant interviews

U.S. DISTRICT COURT OF THE DISTRICT OF COLUMBIA, WASHINGTON, D.C. **JUNE 2009 – AUG 2009**
Judicial Intern, The Honorable Emmet G. Sullivan
- Conducted legal research and prepared memoranda on numerous legal issues, including Title VII and the District of Columbia Consumer Protection Procedures Act

DEKIEFFER & HORGAN, WASHINGTON, D.C. **OCT 2007 – JUL 2008**
Legal Assistant, International Trade Litigation
- Prepared filings for the Department of Commerce and the Court of International Trade

U.S. DEPARTMENT OF JUSTICE WASHINGTON D.C. **SEP 2005 – DEC 2005**
Intern, Office of International Affairs
- Worked independently on research projects, fact-finding reports, and summaries concerning U.S. treaties

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OTHER EXPERIENCE

AMERICAN RED CROSS, WASHINGTON, D.C. **FEB 2006 – AUG 2006**
Contract Investigator, Office of Investigations, Ethics, and Compliance
- Investigated fraud cases arising from Hurricane Katrina and worked with local law enforcement

U.S. DEPARTMENT OF STATE, U.S. CONSULATE, KRAKOW, POLAND **SEP 2004 – DEC 2004**
Intern
- Independently conducted validation study on J1 visas and participated in validation study of B1-B2 visas

U.S. SENATOR HILLARY CLINTON, WASHINGTON, D.C. **SEP 2003 – DEC 2003**
Legislative Intern
- Organized and responded to constituent inquiries

VOLUNTEER WORK
- San Clemente Junior Woman's Club, RH Dana Elementary PTA Treasurer

RECEIVED
CLERK OF THE BOARD
AUG 17 2023

Memorandum

Date:	August 17, 2023
To:	Robin Stieler, Clerk of the Board
From:	Katrina Foley, Fifth District Supervisor
Re:	Supplemental Item for August 22, 2023 Meeting of the Board of Supervisors

S33R

Please add a supplemental item to the August 22, 2023 meeting of the Board of Supervisors to reappoint Joe Soto to the Orange County Waste Management Commission for a term concurrent with Supervisor Foley's term of office. Joe Soto was originally appointed in April 2004; his current term expired in January 2023.

APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

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

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

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

Orange County Waste Management Commission

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

APPLICANT NAME AND RESIDENCE ADDRESS:

Joe — Soto
First Name | Middle Name | Last Name

Street Address | City | San Juan Capistrano, Calif | State | Zip Code

Home Phone Number | Cell Phone Number

Email Address

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

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

ARE YOU A CITIZEN OF THE UNITED STATES: ☒ YES ☐ NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ☒ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange County

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
SEE ATTACHMENT		

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

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

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

☐YES ☒NO

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

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

I HAVE BEEN ON THE COMMISSION SINCE 2004 -

DATE: Aug 16 - 2023 **APPLICANTS SIGNATURE:**

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

Date Received: _____ Received by: _____
Deputy Clerk of the Board of Supervisors

Date referred: _____

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

☐ All BOS ☐ BCC Contact Person Name _____

Mr. Joe Soto

Biography

Elected to Council: November 2002
Term Ending: December 2008

Personal Information:
Born and raised on Historic Los Rios Street, San Juan Capistrano.

Married to wife, Carol, for 47 years. Four children: Vanessa, a Family Law Attorney; Joey Chella, a Federal and State Water Grant Specialist; Marci, a Vice Principal; and Andrew, an Engineer specializing in medical devices employed at Applied medical.

Education:
A.A. Orange Coast College

Military Service:
Army, California National Guard - 6 years

Occupation: President/CEO
The Soto Company

Public Service:
2008- Mayor, City of San Juan Capistrano
2008- Chairman, O.C. Waste Management Commission
2008- Vice-Chair, San Juan Water Basin Authority
2007- Mayor Pro Tem, City of San Juan Capistrano
2007/08- Chairman, Community Redevelopment Agency
2004- Mayor, City of San Juan Capistrano
2003- Mayor Pro-Tem City of San Juan Capistrano
2005/06- Chairman, Community Redevelopment Agency
2003- Vice-Chair, Community Redevelopment Agency
2002- Chairman, City Water Advisory Commission
2002-Elected to City Council

Professional Organizations:
State of California Contractor's License C-27 #271791 (Licensed since 1971)
Member, International Society of Arboriculture #18522
Member, Community Associations Institute
Qualified Pesticide Applicator #QL 31918
Member of the National Society of Arborists
Certified Arborist #WC1213

Civic Boards:

Orange County Noble Vikings (Chief 2012)
CREER Community Organization (President/Board Member)
San Juan Capistrano Historical Society (Member)
San Juan Capistrano Fiesta Association (Member)
San Juan Associated Senior Action Program (Past ASAP City Liaison 2004/2008)
San Juan Capistrano Chamber of Commerce (Member)
Gang Reduction and Intervention Partnership (SJC "Grip" Founding Board Member)
South County Community Clinic Director (Past Director)
San Juan Capistrano Community Task Force (Past Director)
Past-President, San Juan Capistrano Rotary Club (1988 & 2001, Current Member)
Boys & Girls Club of San Juan Capistrano Director (Past Director)
City of Dana Point, Water Conservation Task Force (Past Director)
Mission San Juan Capistrano Finance Board Director (Past Director)
Old Mission School, San Juan Capistrano (Past Director)
California Highway Patrol Review and Qualification Board (Past Member)
Saddleback College Scholarship Committee (Past Director)
Mission Hospital Latino Advisory Board (Past Vice Chairman)
City of San Juan Capistrano Water Advisory Board (Past Chairman)

City Subcommittees:

La Novia Park Study Group
Los Rios Park Subcommittee
Beautification Program Funding Subcommittee
Water Quality & Watershed Management
Committee

Noble Viking Charities Involvement:

2009- Elevated to Chief 2012 (President)
2008- Inducted as Gold Cupper
2007- Viking Representative to "CREER"
2006- Inducted as member

As the Noble Viking Representative to "CREER"
the Vikings have been the principle source in
supplying "Food baskets" to the less fortunate with
the City of San Juan Capistrano.

CREER:
A non-profit organization assisting the needy of
San Juan Capistrano thru: Food, family and
educational support.

Favorite Motto:

"Siempre Adelante" Always forge ahead. Quote from Padre Serra, Founder of the California Missions.

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
400 West Civic Center Drive, Suite 202
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

RECEIVED
CLERK OF THE BOARD
AUG 15 2023

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 2
August 22, 2023

MEMORANDUM

August 15, 2023

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, August 22, 2023 to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

> "CONFERENCE WITH LEGAL COUNSEL --
> EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
> Name of Case: *Orange County Flood Control District v. Carson Chino South LLC, et al.,*
> San Bernardino Superior Court Case No. CIVSB 2310050.
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:vl

cc: Members of the Board of Supervisors
Frank Kim, CEO

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
400 West Civic Center Drive, Suite 202
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

RECEIVED
CLERK OF THE BOARD
AUG 15 2023

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 3
August 22, 2023

MEMORANDUM

August 15, 2023

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, August 22, 2023 to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

> "CONFERENCE WITH LEGAL COUNSEL --
> EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
> Name of Case: *Orange County Flood Control District v. Carson Chino South LLC, et al.,*
> San Bernardino Superior Court Case No. CIVSB 2310014.
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:vl

cc: Members of the Board of Supervisors
Frank Kim, CEO

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
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Santa Ana, California 92701
Direct No.: (714) 834-3303
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LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 4
August 22, 2023

MEMORANDUM

August 15, 2023

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, August 22, 2023 to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

> "CONFERENCE WITH LEGAL COUNSEL --
> EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
> Name of Case: *Orange County Flood Control District v. Watson Land Company, et al.,*
> San Bernardino Superior Court Case No. CIVSB 2310047.
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:vl

cc: Members of the Board of Supervisors
Frank Kim, CEO