County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

October 26, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF AGREEMENTS WITH EQUITY OVERSIGHT PANEL CHAIRPERSON AND MEMBERS (ALL DISTRICTS) (3 VOTES)

JOINT RECOMMENDATION WITH COUNTY COUNSEL THAT YOUR BOARD:

(1) Approve and instruct Chair to sign a one-year Contract renewal for Equity Oversight Panel members, Mr. John W. Harris and Ms. Nancee S. Schwartz, for a term beginning November 5, 2004 and ending November 4, 2005; and

(2) Approve and instruct Chair to sign a two-year Contract renewal for the Equity Oversight Panel Chairperson, Ms. Susan B. Tyler, for a term beginning November 5, 2004 and ending November 4, 2006; and

(3) Approve and instruct Chair to sign a one-year Contract for two new Equity Oversight Panel members, Ms. Mercedes Cruz and Mr. Louis Aguilar, for a term beginning November 5, 2004 and ending November 4, 2005; and

(4) Approve and instruct Chair to sign a 60-day extension Contract from November 5, 2004 through January 3, 2005 for Equity Oversight Panel members, Ms. Abby J. Leibman and Mr. Lloyd C. Loomis.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This action is required in order to continue to staff the Equity Oversight Panel (EOP) whose function is to make findings and recommend discipline following investigations of harassment and discrimination in the Sheriff's Department, to monitor investigations of harassment and discrimination complaints and to evaluate the effectiveness of the Policy of Equality as required by Court orders in the Bouman case.

FISCAL IMPACT/FINANCING

EOP member's participation is not to exceed an annual hourly commitment of 500 hours and not to exceed an annual monetary amount of $100,000 each.

The EOP Chairperson's participation is not to exceed an annual hourly commitment of 750 hours and not to exceed an annual monetary amount of $150,000.

The total annual operating budget of the EOP is $550,000.

Funds for this action are available in the Sheriff's Department proposed Fiscal Year 2004-2005 budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 17, 1997, the Court ordered the Department and the County to publish and implement a lawful sexual harassment policy.

In February 1999, the County and Class Counsel began a collaborative effort that resulted in the development of the Policy of Equality and associated Procedures which the Board approved in November 2000 and the Federal District Court approved in July 2001. The EOP is a critical component of the Policy of Equality and related Procedures and it remains a necessary step toward bringing the Department into compliance with the Court orders governing this matter.

The EOP is entering its third year of operation. The five original/current members are Mr. John W. Harris, Ms. Abby J. Leibman, Mr. Lloyd C. Loomis, Ms. Nancee S. Schwartz and Ms. Susan B. Tyler (Chairperson). Each EOP member has a one-year contract that must be presented to the Board annually for renewal with a maximum term of five years, the EOP Chairperson has a two-year term with a maximum term of six years. The proposed 2004/2005 Equity Oversight Panel member contract is identical to the previous contract approved by the Board in November 2003.

Cycling new members through the EOP will avoid the loss of continuity that would occur if all members were left in place for the full five years and then all replaced at once. Consequently, the County will replace one of its original EOP nominees with a new nominee, as will Class Counsel. The two members being replaced are Mr. Lloyd C. Loomis and Ms. Abby J. Leibman. They are being replaced by nominees, Ms. Mercedes Cruz and Mr. Louis Aguilar. Resumes are available upon request.

Ms. Leibman and Mr. Loomis will be presented with a 60-day extension contract running from November 5, 2004 through January 3, 2005 with billing to proceed on a pro rata basis not to exceed $16,666 per contract to ease in the transition of the two new members coming on board and to ensure that there is no delay in the EOP review process. There are funds remaining in the current EOP budget to cover this expense.

CONTRACTING HISTORY

The five original EOP contracts were approved for execution by the Board in September 2002 and were executed by the EOP members and the EOP Chairperson in November 2002. The four original/current EOP members are Ms. Abby J. Leibman, Mr. John W. Harris, Ms. Nancee S. Schwartz and Mr. Lloyd C. Loomis. The original EOP Chairperson is Ms. Susan B. Tyler.

The EOP member's first term ran from November 2002 through November 2003. All of the original EOP member's contracts were renewed in 2003 for an additional term through November 2004. The Chairperson's original contract ran through November 2004.

In this contracting cycle two new contracts are being presented for EOP nominees, Ms. Mercedes Cruz and Mr. Louis Aguilar; one-year contract renewals are being requested for EOP current members, Mr. John W. Harris (contract # 74208) and Ms. Nancee S. Schwartz (contract # 74211); a two-year contract renewal is being requested for the current EOP Chairperson, Ms. Susan B. Tyler (contract # 74212) and authorization for a 60-day extension contract from November 5, 2004 through January 3, 2005 is being requested for the two EOP members being rotated out, Ms. Abby J. Leibman (contract #74209) and Mr. Lloyd C. Loomis (contract # 74210).

CONCLUSION

Your Approval of these matters is requested.

Respectfully submitted,

LEROY D. BACA
SHERIFF

COUNTY COUNSEL

LDB:RGF:mw
(County Counsel)

Attachments

c: David E. Janssen, Chief Administrative Officer
Violet Varona-Lukens, Executive Officer, Board of Supervisors
Dennis A. Tafoya, Director of Office of Affirmative Action Compliance

Contract No._____

CONTRACT FOR EQUITY OVERSIGHT PANEL MEMBER

This contract is entered into between the County of Los Angeles and _____, ("EOP Member") to participate as a member of the Equity Oversight Panel ("EOP") for the Los Angeles County Sheriff's Department ("LASD" or "Department") for the purposes set forth herein.

RECITALS

WHEREAS, the County has determined a need for a panel of experts to review LASD Policy of Equality investigations and to render disposition and disciplinary recommendations to the LASD thereon; and

WHEREAS, the creation of this panel was previously approved by the Federal District Court in order to comply with the Court ordered requirements in the case of Bouman v. Baca, to implement a lawful sexual harassment policy; and

WHEREAS, the Sheriff wishes to ensure that allegations of such misconduct are investigated in a fair, thorough, and impartial manner; and

WHEREAS, experts retained by the Sheriff have endorsed and recommended the concept of utilizing an independent oversight panel to accommodate and to further these goals; and

WHEREAS, pursuant to Government Code section 31000 the Board of Supervisors has the authority to contract for specialized services to assist the Sheriff in the performance of his statutory duties; and

WHEREAS, the EOP Member has been determined to be uniquely qualified to render such service;

NOW THEREFORE, the County and the EOP Member agree as follows:

1. Equity Oversight Panel

A. Function

The EOP is an independent civilian oversight panel. The EOP is primarily responsible for reviewing Equity Unit investigations of alleged violations of the LASD's Policy of Equality and/or Procedures ("Policy and Procedures"), and reviewing and recommending appropriate dispositions and discipline for violations of the Policy and Procedures. The EOP also monitors and evaluates implementation of the Policy and Procedures in the Department. See, Scope of Work/Duties, Section "E" below.

B. Authority to Act

The EOP is an independent oversight Body. The EOP only has authority to act as a Body, and its Members do not have authority to act individually. Agreement of at least three (3) Members is required to take any action.

C. Independent Contractor Status

EOP Member is not, nor shall any of his or her employees or agents be deemed for any purposes, an employee of the County; nor shall EOP Member, his or her employees or agents be entitled to any rights, benefits, or privileges of County employees, except as specified in paragraph J entitled, "Indemnification," below.

Each EOP Member shall comply with all federal, state, and local statutes, laws, and ordinances including those related to the payment of any employer, income, disability, or other tax which may be due by virtue of any compensation received by EOP member under this Agreement. EOP Member represents and warrants to County, and County relies on such representation and warranty, that EOP Member has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. EOP Member understands and agrees that EOP Member is wholly responsible for the means and methods of performing these specialized legal services and accomplishing the results, objectives, and/or purposes as specified and/or requested pursuant to this Agreement.

D. Office Space, Equipment, and Staff Support

County agrees to provide EOP Member, at no cost to EOP Member, such office space at an LASD facility, use of related equipment, and staff support and assistance as may be reasonably necessary to perform his or her duties under this Agreement. Any and all other office space, equipment, and/or staff support and assistance utilized by EOP Member in providing services pursuant to this Agreement shall be the sole cost and responsibility of EOP Member.

E. Scope of Work/Duties

1. Duties of EOP Members In General

The EOP Member shall, during the term of this Agreement, serve as a member of the EOP and, in conjunction with the entire EOP, shall oversee and

coordinate the independent review process and functions of the EOP, and shall perform such specialized services as are necessary to accomplish such oversight and coordination, including the following:

- Reviewing and monitoring the initiation, structuring, and development of investigations by the Equity Unit, to ensure that investigations are complete, effective, and fair.

- Monitoring ongoing, and reviewing investigations conducted by the Equity Unit and any other such investigation falling within the purview of the Policy and Procedure to ensure that the investigation, disposition, and discipline rendered are appropriate.

- Establishing and maintaining liaison with the Sheriff's Department Executives including the Executive Planning Council, designated Department Units, County Counsel, Class Counsel, and Outside Counsel for Defendants in Bouman.

- Determining whether Departmental Equity related policies, practices, and procedures should be reexamined to prevent the future occurrence of similar allegations of misconduct and, when warranted, developing and proposing recommendations for revisions of the implicated Equity related policies, practices or procedures.

- Reviewing selected Departmental Equity investigations and studying best practices from other law enforcement departments in order to develop and improve Equity related policies, practices and procedures to ensure

that investigations of intra-departmental misconduct and disciplinary procedures are more effective, fair, thorough and impartial.

- Providing status reports on at least a quarterly basis relating to the above activities to Sheriff's Department Executives including the Executive Planning Council, designated Department Units, County Counsel, Class Counsel, and Outside Counsel for Defendants in Bouman.

2. Primary Duty

a. Review of Equity Unit Investigations

1. The Equity Oversight Panel

The primary duty of the EOP is to review Equity Unit investigations and recommend appropriate dispositions and discipline for violations of the Policy and/or Procedures. The EOP shall meet bi-monthly, or more frequently if necessary, to discuss and review each Equity Unit investigation. A minimum of three (3) EOP Members shall participate in each EOP review but no more then five (5). EOP Members shall thoroughly prepare for each EOP review, including a thorough review of Equity Unit investigative packages.

2. Other Duties

EOP Members act pursuant to and shall conduct themselves in a manner consistent with the Bouman v. Baca Consent Decree and Court Orders, which may be modified from time to time, for as long as they are in effect.

a. Monitoring and Evaluating

In addition to the Primary Duty identified above, the EOP shall serve as an equity policy advisor to the Department and shall also monitor and evaluate the quality of LASD's Equity Unit investigations and the effectiveness of the LASD's Policy and Procedures.

b. Quarterly Reporting

The EOP shall issue quarterly reports, which shall be forwarded to the Sheriff, to Sheriff's Department Executives including the Executive Planning Council, designated Department Units, the Board of Supervisors, County Counsel, Class Counsel, and Outside Counsel for Defendants in Bouman during the term of the consent decree.

c. Quarterly Review Of Education And Training

The EOP's quarterly report shall also review the Department's education and training requirements in the areas of discrimination, harassment, retaliation, and diversity awareness.

d. Review of Policy of Equality Enforcement

The EOP also shall monitor and evaluate the work of all units involved in the intake, investigation, and review of cases alleging violation of the Policy of Equality. The EOP's quarterly report shall review and make recommendations concerning the functioning and efficacy of the complaint, investigation, and disciplinary processes as they relate to the Policy of Equality.

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3. Non-delegable Duties

The duties of EOP members identified in this Agreement are non-delegable duties and are to be performed personally by each EOP member.

F. Access to Records

Equity Unit investigative packages will be made available for review by EOP Members at a secure location. EOP Members shall not remove Equity Unit investigative packages from the secure location.

G. No Conflict

EOP Members may not accept employment or provide consulting services that would present a conflict of interest with their EOP responsibilities including being retained, on a paid or unpaid basis, by any future or current litigant or claimant in any suit or claim involving the County or the LASD. This no conflict provision shall remain in effect for three (3) years after the EOP Member's employment pursuant to this contract terminates.

H. Confidentiality

EOP Members will be subject to a separate confidentiality agreement, which shall be executed by each EOP Member prior to the assumption of his or her duties. EOP Members shall keep all information obtained in the execution of their duties in a confidential manner and protect against disclosure all sensitive and non-public information obtained in the course of the execution of their duties.

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I. Terms

1. Chair

The Chair of the EOP will have a two (2) year term with a maximum term of six (6) years. The term is effective upon execution of this Agreement. The term is renewable at the option of the County and Class Counsel, during the term of the Bouman v. Baca Consent Decree.

2. Non-Chair Members

Non-chair EOP members will have a one (1) year term with a maximum term of five (5) years. The term is effective upon execution of this Agreement. The term is renewable at the option of the County and Class Counsel, during the term of the Bouman v. Baca Consent Decree.

3. Termination

EOP Member may, at his or her sole option and discretion, cancel or terminate this Agreement, for any or no reason, by giving the County thirty (30) days written notice.

EOP Member may be removed at will with the joint written concurrence of Class Counsel and the County. If removed, the EOP Member will be compensated for actual unpaid hours worked up to the time of removal.

J. Indemnification

The County shall indemnify, defend, and hold harmless the individual EOP Members for their acts and omissions occurring in the course and scope of their

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duties as EOP Members to the same extent as if they were County employees pursuant to California Government Code Sections 995 et. seq.

K. Compensation

1. Professional Service Fees

EOP Members shall be paid at the rate of $200 per hour. Services are to be performed on a part-time, hourly rate basis. EOP members shall be compensated as set forth below in an annual amount not to exceed $100,000.00 per member (500 hours per year) for all services performed excepting the Chair who shall be paid at the rate of $200 per hour in an annual amount not to exceed $150,000 (750 hours per year) for all services performed. EOP Members shall not be compensated for travel time or travel expenses outside of Los Angeles County.

2. Invoices

Invoices shall follow County Invoicing Guidelines. Invoices shall indicate hours worked and services performed on a daily basis and in an incremental billing format.

3. Payment

Each EOP Member shall submit a monthly invoice for services rendered by the tenth of the following month. Invoices shall indicate the hours worked and services performed on a daily basis and shall be signed by the EOP Member and approved by the EOP Chair. Such invoices shall be mailed or delivered to David B. Kelsey, Assistant County Counsel, Room 606 Kenneth

Hahn Hall of Administration, 500 W. Temple St., Los Angeles, California 90012. Payment for services shall be made by the County to EOP Members within twenty (20) working days after submission of an invoice to the Office of the County Counsel.

CONTRACT FOR EQUITY OVERSIGHT PANEL MEMBER

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of said Board to be hereto affixed and attested to by the Executive Officer thereof, and Equity Oversight Panel Member has caused this Agreement to be executed on its behalf this_____Day of _____, 2004.

THE COUNTY OF LOS ANGELES

By:_____
Chair of the Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of
the Board of Supervisors

By: _____
Deputy

EQUITY OVERSIGHT PANEL MEMBER

By: _____

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By: _____
Deputy

Contract No._____

60-DAY EXTENSION CONTRACT

FOR EQUITY OVERSIGHT PANEL MEMBER

This contract is entered into between the County of Los Angeles and _____, ("EOP Member") to participate as a member of the Equity Oversight Panel ("EOP") for the Los Angeles County Sheriff's Department ("LASD" or "Department") for the purposes set forth herein.

RECITALS

WHEREAS, the County has determined a need for a panel of experts to review LASD Policy of Equality investigations and to render disposition and disciplinary recommendations to the LASD thereon; and

WHEREAS, the creation of this panel was previously approved by the Federal District Court in order to comply with the Court ordered requirements in the case of Bouman v. Baca, to implement a lawful sexual harassment policy; and

WHEREAS, the Sheriff wishes to ensure that allegations of such misconduct are investigated in a fair, thorough, and impartial manner; and

WHEREAS, experts retained by the Sheriff have endorsed and recommended the concept of utilizing an independent oversight panel to accommodate and to further these goals; and

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F. Access to Records

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G. No Conflict

EOP Members may not accept employment or provide consulting services that would present a conflict of interest with their EOP responsibilities including being retained, on a paid or unpaid basis, by any future or current litigant or claimant in any suit or claim involving the County or the LASD. This no conflict provision shall remain in effect for three (3) years after the EOP Member's employment pursuant to this contract terminates.

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H. Confidentiality

EOP Members will be subject to a separate confidentiality agreement, which shall be executed by each EOP Member prior to the assumption of his or her duties. EOP Members shall keep all information obtained in the execution of their duties in a confidential manner and protect against disclosure all sensitive and non-public information obtained in the course of the execution of their duties.

I. Term

The term of this contract is for sixty (60) days beginning November 5, 2004 and ending January 3, 2005.

3. Termination

EOP Member may, at his or her sole option and discretion, cancel or terminate this Agreement, for any or no reason, by giving the County thirty (30) days written notice.

EOP Member may be removed at will with the joint written concurrence of Class Counsel and the County. If removed, the EOP Member will be compensated for actual unpaid hours worked up to the time of removal.

J. Indemnification

The County shall indemnify, defend, and hold harmless the individual EOP Members for their acts and omissions occurring in the course and scope of their duties as EOP Members to the same extent as if they were County employees pursuant to California Government Code Sections 995 et. seq.

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K. Compensation

1. Professional Service Fees

EOP Members shall be paid at the rate of $200 per hour. Services are to be performed on a part-time, hourly rate basis. EOP Members shall be compensated in an amount not to exceed $16,666 per Member (83.33 hours) for all services performed within the 60-day period. EOP Members shall not be compensated for travel time or travel expenses outside of Los Angeles County.

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Each EOP Member shall submit a monthly invoice for services rendered by the tenth of the following month. Invoices shall indicate the hours worked and services performed on a daily basis and shall be signed by the EOP Member and approved by the EOP Chair. Such invoices shall be mailed or delivered to David B. Kelsey, Assistant County Counsel, Room 606 Kenneth Hahn Hall of Administration, 500 W. Temple St., Los Angeles, California 90012. Payment for services shall be made by the County to EOP Members within twenty (20) working days after submission of an invoice to the Office of the County Counsel.

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CONTRACT FOR EQUITY OVERSIGHT PANEL MEMBER

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of said Board to be hereto affixed and attested to by the Executive Officer thereof, and Equity Oversight Panel Member has caused this Agreement to be executed on its behalf this_____Day of _____, 2004.

THE COUNTY OF LOS ANGELES

By:_____
Chair of the Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of
the Board of Supervisors

By: _____
Deputy

EQUITY OVERSIGHT PANEL MEMBER

By: _____

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By: _____
Deputy