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

LEROY D. BACA, SHERIFF

January 25, 2005

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

Dear Supervisors:

APPROVAL OF AGREEMENTS WITH EQUITY OVERSIGHT PANEL MEMBERS AND CHAIRPERSON (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 February 3, 2005 and ending February 2, 2006; 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 February 3, 2005 and ending February 2, 2007; and

(3) Approve and instruct Chair to sign a one-year Contract for two new Equity Oversight Panel members, Ms. Mercedes Cruz and Ms. Nora Quinn, for a term beginning February 3, 2005 and ending February 2, 2006.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This action is required in order to continue to staff the Equity Oversight Panel (EOP) as required by Court orders in the Bouman case. The current EOP members' Contracts expire February 2, 2005.

On November 3, 2004 the Board instructed County Counsel to reopen discussions with Class Counsel regarding the composition of the EOP. Pursuant to your instruction, Class Counsel identified a new candidate, Ms. Nora Quinn, who was interviewed and approved by the County's Office of Affirmative Action Compliance, the Sheriff's Department and County Counsel for consideration by the Board.

FISCAL IMPACT/FINANCING

EOP members' 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 and 2005-2006 budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 17, 1997, the Federal District Court ordered the Department and the County to publish and implement a lawful sexual harassment policy. The resultant Policy of Equality and related Procedures were approved by the Board in 2000 and the Court in July 2001.

The EOP is a critical component of the Policy of Equality and related Procedures and it remains a necessary measure toward bringing the Department into compliance with the Court orders governing this matter.

The EOP is entering its third year of operation. 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 2005/2006 EOP member Contract is identical to previous EOP Contracts approved by the Board.

CONTRACTING HISTORY

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/current EOP Chairperson is Ms. Susan B. Tyler.

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 EOP members' first term ran from November 2002 through November 2003. All of the original EOP members' Contracts were renewed in 2003 for an additional term through November 2004. The Chairperson's original Contract ran through November 2004. The Board extended those contracts terminating in November 2004 through February 2, 2005.

In this contracting cycle two new Contracts are being presented for EOP nominees, Ms. Mercedes Cruz and Ms. Nora Quinn (resumes attached); one-year Contract renewals are being requested for EOP current members, Mr. John W. Harris (Contract # 74208) and Ms. Nancee S. Schwartz (Contract # 74211); and a two-year Contract renewal is being requested for the current EOP Chairperson, Ms. Susan B. Tyler (Contract # 74212).

CONCLUSION

Your approval of these matters is requested.

Respectfully submitted,

LEROY D. BACA
SHERIFF

RAYMOND G. FORTNER, JR.
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 _____, 2005.

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

Mercedes Cruz
Partner
cruz@lbbslaw.com

Contact Information:

Orange County	(714) 668-5557
	(213) 680-5182

Practice Areas

Employment Practices

Admissions

- **State Bar of California, 1985**
- **U.S. District Court - Central and Northen Districts of California**
- **U.S. Court of Appeals - Ninth Circuit**

Associations

- **State Bar of California - Labor and Employment Section**
- **Los Angeles County Bar Association**
- **American Bar Association**
- **California Bar Association**

Professional Experience

Lewis, Brisbois, Bisgaard & Smith LLP (1993 - Present)

- **Ms. Cruz' practice focuses on employment law. Representation of public and private employers in litigation and administrative proceedings involving wrongful termination, constructive termination, employment discrimination and other related claims. Extensive experience in conducting and assisting with internal investigations, training for managers and employees, review and preparation of policy manuals, employee forms and employee handbooks. Advises clients concerning compliance with state and federal employment laws.**

Publications and Lectures

- **Effectively Communicating Your Anti-Harassment Policy, 2000.**
- **Sexual Harassment Definitions, Liability Prevention & Investigation, 1999.**
- **Prevention of Employment Law Disputes and Positioning Your Company for a Strong Defense When they Occur, 1999.**
- **The Use of After Acquired Evidence as a Definition in Discrimination and Wrongful**
- **Termination Actions, INTERNATIONAL LEGAL STRATEGY, February 1994 (co-author).**
- **The Use of After Acquired Evidence, a Recent Trend in the Defense of Discrimination and Wrongful Termination Actions, THE LEGAL ADMINISTRATOR, January 1994**
- **In Anticipation of Litigation - Why Early Warning Programs Can Pay Off (co-author).**

Education

- **Boalt Hall School of Law, University of California, Juris Doctor, 1985**
- **California State University at Long Beach, Bachelor of Arts, *summa cum laude*, 1981**

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NORA QUINN

EDUCATION

UCLA SCHOOL OF LAW, J.D. 1983
Federal Communications Law Journal
Student Commencement Speaker
American Jurisprudence Award: Evidence
Student Fellow, Appalachian Research and Defense Fund (Fall 1983)

SAN FRANCISCO STATE UNIVERSITY
Bachelor of Arts, Magna Cum Laude, 1977
Albert Johnson Award for the Outstanding Graduate of the Broadcasting Department

EXPERIENCE

Law Offices of Nora Quinn (2000 - Present)
Civil Rights and employment discrimination representation for plaintiffs.

Civil Rights Consultants (1996 - 2000)
Owner of a business performing Civil Rights investigations for businesses and government.

American Bar Association: Section of Litigation TASK FORCE ON CHILDREN (1993 - 1996) Project Director, Planned and organized presentations for national conventions, counseled start up projects, and organized national directory of Children's Law Projects.

American Bar Association Mental And Physical Disability Law Reporter (1993 - 1994)
Contributing Writer: Mental and Physical Disability Law Reporter

Miller & Walter (General Civil Litigation) (1990 - 1992) San Luis Obispo, California
Partner: Civil Litigation, Real Estate Development, Incorporations for Non-profits.

Loyola Law School Visiting Professor/ Legal Director Western Law Center For Disability Rights (1986 - 1989) Courses Taught: Trial Advocacy, Ethics, Counseling and Negotiations, Legal Rights of the Disabled, Student Clinical Advocacy Project in Disability Rights.

Irell & Manella (Complex Civil Litigation) (1984 - 1986) Los Angeles, California, Litigation Associate: Civil Litigation, Patent Litigation, Major Pro-bono Litigation: Homeless Project.

Judicial Clerkship: Federal District Court Souther District Of California (1983 - 1984)
Appointed law clerk for the Honorable Judith N. Keep

PROFESSIONAL ACTIVITIES

Panelist, State Bar of California Committee on Women and The Law, Forum at UCLA Law School, September (2002)

Continuing Legal Education Coordinator, National Lawyer's Guild National Convention Pasadena, California, September 2002

Faculty, National Institute of Trial Advocacy ("NITA") Deposition Training Program, (August 1989)

Faculty, National Institute of Trial Advocacy ("NITA") Trial Attorney Training Program, (August 1988)

Faculty, Greater Los Angeles Area Deaf Advocacy Seminar, State and Federal Protection of Legal Rights For The Disabled. (June, 1989)

Testified, Assembly Ways and Means Committee, California Legislature, Regarding UMPTA B210 Funding For Accessibility of Mass Transit. (August, 1988)

Panelist, Washington D.C. Women's Bar Association: Lawyers At Home, Pro Bono Opportunities In Children's Law Projects (July, 1994)

Panelist, National Association For Law Placement, Employing The Disabled. (March, 1989)

Panelist, California State Bar Annual Seminar for Legal Services, Fund Raising For Non-Profits. (May, 1989)

Panelist, California Association of Affirmative Action Administrators, Federal Protection For The Disabled In The Work Place. (May 1986)

Speaker, California Association of The Physically Handicapped, Annual Convention, Effective Self Advocacy For The Disabled. (June, 1988)

Speaker, California State University, Northridge, Leadership Conference for the Deaf, The Process For Enforcing Legal Rights For The Disabled. (March, 1986)

COMMUNITY SERVICE

Volunteer Outreach Coordinator, Prison Library Project, Claremont Forum (2002- present)

Board of Directors, Achievement House San Luis Obispo, California (1990 - 1991)

Board of Directors, Western Law Center For Disability Rights Los Angeles, California (1989 - 1991)

Board of Directors, Westside Center For Independent Living Los Angeles, California (1988 - 1989)

Vice President, Elderly & Disabled Technical Advisory Committee Los Angeles County Transit Authority (1987 - 1989)